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ABSTRACT

The collective bargaining agreement between Union County College Board of Trustees and the Union County College Chapter (100 members) of the American Association of University Professors (AAUP) covering the period September 1, 1984-August 31, 1987 is presented. Items covered in the agreement include: definitions and AAUP recognition, chapter membership, dues and representation fees, guarantee of rights, board and chapter rights, academic rank, faculty responsibilities, appointment of part-time faculty and professional library staff, faculty reappointments and promotions, professional evaluation, faculty record file, tenure, faculty discipline, academic freedom, faculty members appointed to administrative positions, powers and organization of the faculty, departments, compensation, health and welfare benefits, outside employment, leaves of absence because of court appearance or illness/injury, professional leaves of absence, leaves of absence without pay, summer sessions, faculty workload, reduction in force and seniority, retirement, college calendar, general working conditions, grievance and arbitration, work or business interruption, exchange of information, separability, and interest succession. Appendices include memoranda of understanding concerning coordinators, sick day payout, and faculty equalization. (SW)

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ED257406

AGREEMENT

BETWEEN

THE BOARD OF TRUSTEES OF UNION COUNTY COLLEGE

AND

THE UNION COUNTY COLLEGE

CHAPTER OF

THE AMERICAN ASSOCIATION OF UNIVERSITY PROFESSORS

SEPTEMBER 1, 1984 - AUGUST 31, 1987

HE018 401

U.S. DEPARTMENT OF EDUCATION
NATIONAL INSTITUTE OF EDUCATION
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ARTICLE I

DEFINITIONS

As used in this Agreement:

A. "Board" means the Board of Trustees of Union County College.

B. "Chapter" means the Union County College Chapter of the American Association of University Professors.

C. "College" means Union County College.

D. "President" means the President of the College.

E. "Academic Vice President" means the Vice President of Academic Affairs of the College.

F. "Academic Officers" means the President, Academic Vice President, Director of Libraries, Academic Deans or others carrying similar titles to whom the Board has delegated academic responsibilities.

G. "Instructional staff" means all persons employed by the Board or its agents who teach at the College.

H. "Professional library staff" means all persons employed by the Board or its agents who perform professional library work at the College.

I. "Full-time members of the instructional staff" means all individuals who are members of the instructional staff and who are normally assigned to teach thirty (30) credit hours or their equivalent credit hours each academic year.

J. "Full-time members of the professional library staff" means all individuals who are members of the professional library staff and who normally are assigned to a thirty-five (35) hour work week over a twelve (12) month period.

K. "Faculty" means all full-time members of the instructional staff and all full-time members of the professional library staff.

L. "Courses for college credit" means courses for which Union County

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College gives credit.

M. "Credit or equivalent contact hour" means fifty (50) minutes of classroom instruction, fifty (50)-sixty (60) minutes of laboratory or teaching clinic instruction, fifty (50) minutes of TAC (Theme Analysis Conference), one-half (1/2) of the number of contact hours in art, television, drama studio instruction and practice laboratories in sign language and one-third (1/3) of the number of contact hours in the film viewing component of courses in film and in liaison clinics.

N. "Laboratory" means any laboratory which is offered to students as a course of instruction or as part of a course of instruction, but does not mean any specialized facility or program in which students receive help on an individualized basis.

O. "Department" means an academic department of the College.

P. "Specialized facility" means a facility in which students receive help on an individualized basis through the means of auto-tutorial media and/or peer instruction and/or assistance by a laboratory instructor and/or consultation with a faculty member as part of a course of instruction or on a referral or walk-in basis but does not mean "Laboratory" as defined in Section N. of this Article or art and drama studio instruction.

Q. "Academic year" means two (2) semesters of approximately equal length over a thirty-two (32) week period of instructional activity, including up to two (2) weeks of examinations during each semester between September 1 and June 30, except that for the Institute for Intensive English Language Learning the academic year means four (4) eight-week modules between September 1 and June 30.

R. "Tenure-track appointment" means the appointment of a faculty member who is eligible for tenure provided that the faculty member meets the requirements for reappointment and tenure and that there are no other conditions which would preclude reappointment or tenure.

S. "Non-tenure track appointment" means the appointment of a faculty member for one semester or one academic year with the expectation that this faculty member may not be reappointed.

T. "Teaching clinic" means instructon in which a faculty member teaches and supervises students who are developing abilities and skills by working with actual medical or dental patients.

U. "Field work supervision" means the placing, supervision, scheduling, and evaluating of students who are assigned as a course or as part of a course, to work at an off-campus site or facility in which the student develops skills and abilities related to the course or discipline. It also includes the faculty member visiting the facility or site and maintaining communication and coordinating with both students and supervisors and holding classes or seminars for the students.

V. "Liaison clinic" means field work supervision as defined in Section U. of this Article, but in which the course taken by the students is in a medical or dental discipline and involves the students in working with actual medical or dental patients and/or the medical and dental records of patients.

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ARTICLE II

RECOGNITION

A. The Board recognizes that the Chapter is the certified exclusive negotiating representative of all full- time instructional and professional library staff employed by Union County College excluding managerial executives, confidential employees, police and craft employees, suprvisors and all other employees, as set forth by the State of New Jersey, Public Employment Relations Commission on November 9, 1983 in case number RO-83-116.

B. Subject to governing law, this Agreement shall apply in full force and effect to any and all accretions of the unit and specifically to all full- time instructional and professional library staff who perform duties which are the same as or are similar to the duties performed by full-time instructional and professional library staff presently employed by the Board.

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ARTICLE III

CHAPTER MEMBERSHIP

A. The College and Chapter acknowledge that faculty have, and are protected in the exercise of the right, freely and without fear of penalty or reprisal, to join and assist the Chapter or to refrain from any such activity.

B. Any faculty member who does not join the Chapter shall be required to pay the majority representative a representation fee in lieu of dues.

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ARTICLE IV

DUES AND REPRESENTATION FEES

A. DUES DEDUCTION

1. The College agrees to deduct Chapter dues from the salaries of employees who submit to the College a signed and dated authorization statement requesting and authorizing the deduction.

2. The dues shall be in the semi-monthly amount certified by the Chapter for current membership dues or such amount as may be certified for dues in each subsequent year. Any change in the amount of dues shall be certified to the College by the Chapter at least thirty (30) days prior to the requested date of such change.

3. An employee may terminate his or her authorization effective January 1 or July 1 of any year, but only by prior written notice from the employee to the College.

4. An employee authorizing dues deductions waives all right and claim for monies so deducted and releases the College and its officers and agents from any liability therefor.

5. Dues deductions will be made beginning the first pay period following receipt of the written authorization.

6. Any unit member who does not wish to become a member of the Chapter shall not be required to become a member.

B. REPRESENTATION FEE

1. Subject to the provisions of applicable laws and regulations and the conditions set forth below, during the term of this contract the Chapter shall be entitled to a representation fee equal to 85% of regular Chapter dues by payroll deduction from the salaries of members of the unit who are not members of the Chapter; provided, however, that membership in the Chapter is available to all employees in the unit on

an equal basis and that the representation fee in lieu of dues shall be available only so long as the Chapter remains majority representative of the employees in the unit and maintains a demand and return system which complies with the provisions of applicable laws and regulations.

2. The Chapter shall certify to the College that the amount of such representation fee in lieu of dues was determined in acordance with applicable law. In no event shall such fee exceed 85% of the Chapter's regular membership dues. Such deductions shall be made in the semi-monthly amounts certified to the College by the Chapter.

3. In no case sooner than the thirtieth (30) day following the beginning of an employee's employment in a position included in the bargaining unit, and the tenth (10) day following reentry into the bargaining unit for employees who previously served in a position included in the bargaining unit who continued in the employ of the public employer in an excluded position and individuals being reemployed in such unit from a reemployment list, shall payment of the representation fee in lieu of dues be made to the majority representative.

C. TRANSMITTAL

1. The College shall transmit to the Treasurer of the Chapter:

a. A check for the total amounts deducted and

b. A statement setting forth the names of the unit members for whom dues or representation fees were deducted.

2. The check and statement shall be mailed by the 10th working day following the pay period in which the deduction was made.

D. CHAPTER OBLIGATIONS

1. The provisions of this Article are conditioned upon the Chapter's compliance with all requirements set forth by statute.

2. The Chapter hereby agrees to indemnify and save the Board harmless against any and all claims, demands, suits, and other forms of

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liability that may arise out of, or by reason of, action taken or not 8.
taken by the Board for the purpose of complying with any of the provisions of this Article, or in reliance upon any notice furnished under any provision of the Article.

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ARTICLE V

GUARANTEE OF RIGHTS

A. There shall be no discrimination by the College or the Chapter against any faculty member or against any applicant for a faculty position on the grounds of race, creed, marital status, color, sex, religion, age, physical handicap or national origin.

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BOARD RIGHTS

A. The Board hereby retains and reserves unto itself all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and Constitution of the State of New Jersey and of the United States.

B. The exercise of the foregoing powers, rights, authority, duties or responsibilities of the Board, the adoption of policies, rules, regulations and practices in the furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited by the terms of this Agreement, and then only to the extent such terms are in conformance with the Constitution and Laws of New Jersey and of the United States.

C. Nothing contained in this Agreement shall be construed to limit the freedom of the Board or its agents to deal with governmental agencies, and professional organizations, such as the national office of the American Association of University Professors, provided however, that this dealing shall not repeal, rescind or be otherwise inconsistent with the terms and conditions of this Agreement.

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CHAPTER RIGHTS

A. The Chapter shall have the right to conduct official business at the College, provided that this business does not interfere with normal operations of the College.

B. Faculty Committees and the Chapter shall have the right to use one (1) separate office in a College building. The Board shall provide appropriate furnishings and a telephone with its own number or extension number for this office. The Chapter shall reimburse the Board for use of the telephone for Chapter business.

C. The Chapter shall have the right to use College buildings at all reasonable hours for meetings and other official business, provided that the policies of the Board pertaining to the use of buildings and applying to all officially recognized organizations are followed.

D. The Chapter shall have the right to use facilities, equipment, and services if available at the College, including audio-visual, duplicating, computing equipment, food services, and other services. The Chapter shall pay for this use at cost to the Board.

E. The Chapter shall have the right to use existing designated bulletin boards for the publication of official notices.

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ARTICLE VIII

ACADEMIC RANKS

A. 1. All full-time members of the instructional staff shall be classified in the academic rank of professor, associate professor, assistant professor, instructor, or assistant instructor.

2. The rank of assistant instructor is reserved for faculty members having an Associate's degree, Bachelor's degree, or similar degree or credentials certifying competence in their discipline, who are employed to teach in disciplines where a Master's degree is not normally awarded.

3. Assistant instructors upon attaining a Master's degree or demonstration of academic, professional or scholarly accomplishments of a comparable nature, in their or a related professional area shall be promoted to the rank of instructor provided they meet the criteria for promotion as specified in Article XIII, Part B, Section 2 of this Agreement.

B. All full-time members of the professional library staff shall be classfied in the academic rank of librarian, associate librarian, assistant librarian, or junior librarian.

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ARTICLE IX

WORK OF THE FACULTY

A. 1. The teaching of courses for college credit and the teaching of developmental courses and laboratories which are offered through a department of the College shall be considered work of the faculty.

2. a. A non-unit member may not teach a course in a department where a faculty member in that department is qualified to teach that course, is willing to teach that course and is committed to fewer than three (3) credit or equivalent contact hours of overload.

b. A member of the instructional staff who teaches twelve (12) credit or equivalent credit hours a semester for two (2) consecutive semesters shall be considered a faculty member as of the beginning of that second semester, as defined in Article I, Sections I. and K. of this Agreement and shall be subject to all terms and provisions of this Agreement.

3. The Chairperson of each department shall inform, through the Deans, the Academic Vice President of the names of those faculty members who have committed themselves to teach overload at the time faculty teaching schedules are submitted for approval. The Board shall rely on this information for the purpose of administering Part A, Section 2 of this Article.

B. WORK OF THE PROFESSIONAL LIBRARY STAFF

1. The professional library work shall be considered work of regular full-time members of the professional library staff.

C. The full-time faculty and full-time members of the Professional Library staff may be supplemented by competent part-time teachers or Library staff members serving under the supervision of full-time faculty and Professional staff. In appropriate circumstances temporary

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full-time faculty members may also be assigned by the College.

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ARTICLE X

APPOINTMENT OF PART TIME MEMBERS OF THE INSTRUCTIONAL STAFF AND PROFESSIONAL LIBRARY STAFF

A. 1. Part-time members of the instructional staff who teach courses for college credit, developmental courses and/or laboratories which are offered through a department of the College shall be assigned to that department. These part-time members of the instructional staff may be appointed for a term of one (1) semester if recommended as academically qualified by the department chairperson of the department in which they are to serve. These part-time members of the instructional staff may be reappointed on a semester-to-semester basis if recommended as academically qualified by the department chairperson and where the department has assembled evidence of teaching competence.

2. Part-time members of the instructional staff who teach courses for college credit, developmental courses and/or laboratories which are not offered through a department of the College shall be assigned to the Office of the Academic Vice President. There, part-time members of the instructional staff may be appointed for a term of one (1) semester and may be reappointed on a semester-to-semester basis.

B. Part-time members of the professional library staff shall be assigned to the Library. Part-time members of the professional library staff may be appointed and reappointed as needed.

ARTICLE XI

FACULTY APPOINTMENTS

A. Procedure for Appointment to Existing Departments

1. Whenever the appointment of a faculty member has been authorized by the President, the Academic Vice President or his or designee shall so inform the department chairperson in the department which the faculty member is to serve or, in the case of the Library, the Director of Libraries.

2. The Academic Vice President or his or her designee in consultation with the department chairperson concerned or, in the case of the Library, the Director of Libraries, shall determine the qualifications and background characteristics of applicants and the academic rank and appropriate salary range. Normally the salary shall be within the minimum and maximum range established for the rank; however exception to the maximum salary may be made by the Academic Vice President based upon prevailing market conditions or other appropriate conditions that might influence the availability of potential employees.

3. a. The department or, in the case of the Library, the full-time members of the professional library staff shall elect a Committee of not more than three (3) of its members, at least one of whom shall be tenured, if possible, which with the Department Chairperson or, in the case of the Library, the Director of Libraries, shall conduct the search for and the evaluation of applicants. The Department Chairperson or, in the case of the Library, the Director of Libraries shall serve as chairperson of the Committee and shall have the right to vote and to participate fully in all deliberations of the Committee. The appropriate Academic Dean shall have the right to consult with the search committee during the search for and evaluation of candidates.

b. The position shall be open to any qualified person.

c. The search shall be widely publicized.

d. Copies of all applications for the position and other pertinent data shall be reviewed by the Committee.

e. The Committee shall keep appropriate and necessary records of its proceedings. These records shall be kept in the Chairperson's office or, in the case of the Library, The Director of Libraries' office during the search and evaluation process and thereafter shall be forwarded to the appropriate Academic Dean for permanent filing.

f. All Affirmative Action forms will be completed by the department chairperson and forwarded to the Affirmative Action Officer at the conclusion of the search.

4. a. The Committee shall recommend three (3) persons as academically qualified to the Academic Vice President or his or her designee unless the Committee determines that fewer than three (3) applicants are academically qualified in which case the number qualified shall be recommended.

b. Normally the President shall appoint as a member of the faculty only a person who has been recommended as academically qualified by the Committee. However, for good reason the President may appoint as a faculty member a person not recommended by the Committee but who is academically qualified.

B. Procedures for Appointment to New Departments

1. Faculty members appointed by the President to a new department in the first year of operation of the department normally shall be recommended as academically qualified by the Peer Evaluation Committee.

C. Conditions and Terms of Faculty Appointments

1. All appointments shall be effective September 1 or the beginning of the second semester.

2. All appointments shall be tenure-track appointments except as provided for in Part B, Section 3. b. of this Article.

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3. a. All tenure track appointments shall be for one (1) academic year if they are effective September 1 or for the remainder of the academic year in which they are made and the Fall semester of the following academic year if they are effective the beginning of the second semester.

b. The Board may appoint faculty to non-tenure track appointments of one (1) semester or one (1) academic year only.

c. In the event a faculty member with a non-tenure track appointment is appointed for a third (3) consecutive semester such appointment shall be deemed a tenure-track appointment. However, if the faculty member is given a non-tenure track appointment in order to replace a specific faculty member on an authorized leave of absence, the non-tenure track appointment may be for the period the specified faculty member is on leave of absence.

4. Before accepting an appointment, a faculty member shall receive a written copy of the essential terms and conditions of his or her appointment including a statement of credit towards tenure for prior service, a copy of this Agreement and pertinent rules and regulations of the College. S/he shall receive a written copy of any subsequent modification of the terms and conditions of his or her appointment.

D. Criteria for Faculty Appointments

1. Appointment in the academic rank of assistant instructor, instructor, or junior librarian shall require the appointee to possess those qualifications and/or experiences which qualifies the applicant for the position to be filled.

2. Appointment in any academic rank other than assistant instructor, instructor, or junior librarian shall require that the appointee meet the relevant criteria for promotion to that rank as specified in Article XIII (Professional Evaluation) of this Agreement.

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ARTICLE XII

FACULTY REAPPOINTMENTS AND PROMOTIONS

A. Procedures

1. a. Between November 1 and November 30 of each academic year, each department or the Departmental Evaluation Committee or in the case of the Library, the Director of Libraries in consultation with tenured full-time members of the professional library staff shall evaluate all non-tenured faculty members in the department (Library) whose term of appointment or reapointment expires that academic (calendar) year for the purpose of recommending reappointment or non-reappointment except those non-tenured faculty members (Library) in their second or fifth year of teaching at the College who shall be evaluated between September 15 and September 30 and those non-tenured faculty members (Library) in their first year of teaching at the College who shall be evaluated between December 15 and December 24.

b. Between September 1 and September 20, faculty members desiring consideration for promotion, providing they meet the length of service requirements in Article XIII, shall submit a letter requesting consideration for promotion to the Academic Vice President. All, and only, faculty members who submit such letters shall be considered for promotion.

c. Between October 1 and the end of the first semester of each academic year, each department or the departmental evaluation committee or in the case of the Library, the Director of Libraries in consultation with tenured full-time members of the professional library staff, shall evaluate all faculty members in the department (Library) who are eligible for promotion within the meaning of Article XIII (Professional Evaluation) of this Agreement, and who have requested consideration for

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promotion, in order of academic rank, beginning with assistant instructors (junior librarians) for the purpose of recommending promotion or no promotion. No later than October 1 of each academic year, the Academic Vice President shall inform each Department chairperson, and in the case of the Library, the Director of Libraries, and the Chairperson of the Peer Evaluation Committee in writing of the names of those faculty members whose length of service in rank makes them eligible for promotion and who have requested consideration for promotion. It shall be the responsibility of every faculty member to make certain that the Academic Vice President has correct information for purposes of the preceding sentence.

d. Except as otherwise provided in this Article or elsewhere in this Agreement, uniform rules and regulations for the conduct of department evaluations shall be established jointly by the Academic Vice President and the Faculty Executive Committee. The evaluation shall be based solely on the written materials of evaluation identified in Article XIII (Professional Evaluation), Part B, of this Agreement. Voting shall be by written anonymous ballot and each member of the department shall explain on the ballot the reasons for his or her vote solely in terms of the criteria stated in Article XIII (Professional Evaluation), Part B of this Agreement. The decision of the department or the Departmental Evaluation Committee shall be by majority vote. Only members of the department or the Departmental Evaluation Committee may participate in this evaluation of a faculty member.

2. a. No later than ten (10) days prior to the date of the departmental evaluation (Director of Libraries evaluation) a faculty member to be evaluted shall be informed of that date in writing by the departmental chairperson or, in the case of the Library, the Director of Libraries.

b. Within five(5) days after the date of the departmental

evaluation (Director of Libraries evaluation) the faculty member shall be informed in writing by the department chairperson or, in the case of the Library, the Director of Libraries, of the recommendation of the department (Library). The department chairperson (the Director of Libraries) shall inform the faculty member in writing of the reasons, whether positive or negative, for the recommendation solely in terms of the criteria stated in Article XIII (Professional Evaluation), Part B, of this Agreement. Within ten (10) days of the date that the faculty member receives the written statement of reasons, s/he may submit (to the Chairperson of the Peer Evaluation Committee) a written statement of reasons solely in terms of the criteria stated in Article XIII (Professional Evaluation), Part B, of this Agreement opposing the recommendation.

3. At the request of the Chairperson of the Peer Evaluation Committee but no earlier than fifteen (15) days after the date of the evaluation, the department chairperson (Director of Libraries) shall send the evaluation materials referred to in Article XIII (Professional Evaluation), Part C, of this Agreement to the Peer Evaluation Committee.

4. a. The Peer Evalution Committee shall review all recommendations concerning reappointment between November 15 and December 31 of each academic year except those recommendations concerning reappointment with respect to faculty members in their second or fifth year of teaching at the College which shall be reviewed between October 1 and October 15 of each academic year and those recommendations concerning reappointment with respect to faculty members in their first year of teaching at the College which shall be reviewed between January 6 and 20 of each academic year.

b. The Peer Evaluation Committee shall review the recommendations of each department (Director of Libraries) concerning promotions in order of academic rank, beginning with assistant

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instructors (junior librarians) by March 15 of each academic year.

c. Except as otherwise provided in this Article and elsewhere in this Agreement, the Committee shall establish its own rules and regulations for the conduct of its review. Where the Committee decides to hear oral testimony in a particular case, the faculty member concerned must be given notice and an opportunity to be present during all testimony and to rebut the testimony. Voting shall be by anonymous written ballot and each member of the Committee shall explain the reasons on the ballot for his or her vote solely in terms of the criteria stated in Article XIII (Professional Evaluation), Part B, of this Agreement. The decision of the Committee shall be by majority vote. Only members of the Committee may participate in the deliberations of the Committee.

5. a. No later than ten (10) days prior to the earliest possible date of the Peer Evaluation Committee's evaluation, a faculty member to be evaluated shall be informed of that date in writing by the Chairperson of the Peer Evaluation Committee.

b. Within five (5) days of the date of the Peer Evaluation Committee's evaluation of the faculty member concerning reappointment, or faculty member in his or her academic rank concerning promotion, the faculty member shall be informed in writing by the Chairperson of the Committee of the recommendation of the Committee. The Chairperson of the Committee shall inform the faculty member in writing of the reasons, whether positive or negative, for the Committee's recommendations solely in terms of the criteria stated in Article XIII (Professional Evaluation), Part B, of this Agreement.

6. a. Within seven (7) days of receipt of the Peer Evaluation Committee's recommendation and statement of reasons, a faculty member not recommended by the Committee may appeal the decision of the Committee to the Faculty Appeals Committee. The faculty member must

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submit a statement and/or other evidence in support of the appeal to the Faculty Appeals Committee. A copy of all documents submitted to the Faculty Appeals Committee shall be sent to the Chairperson of the Peer Evaluation Committee. The only grounds for appeal shall be:

(1). the allegation that one or more of the requirements of Part A, Sections 1-5 of this Article have been violated; and/or

(2). the allegation that the recommendation of the department, if negative, and/or the recommendation of the Peer Evaluation Committee, if negative, was not based exclusively upon the relevant criteria stated in Article XIII (Professional Evaluation) of this Agreement.

b. Within seven (7) days of receipt of an appeal by a faculty member in his first, second or fifth year of teaching who is not recommended for reappointment or by a faculty member not recommended for promotion, the Faculty Appeals Committee shall inform the faculty member and the Chairperson of the Peer Evaluation Committee in writing as to whether it will hear the appeal. Within thirty (30) days of receipt of a faculty member's appeal in his or her third or fourth year of teaching who is not recommended for reappointment, the Faculty Appeals Committee shall inform the faculty member and the Chairperson of the Peer Evaluation Committee in writing as to whether it will hear the appeal. In making this decision, the Faculty Appeals Committee shall first determine if there are grounds for appeal within the meaning of Part A, Section 6. a. of this Article. If the Committee determines that grounds for an appeal within the meaning of Part A, Section 6. a. (1). of this Article exist, the Committee shall then decide whether or not the violations so prejudiced the faculty member's case as to warrant review by the Committee. If the Committee determines that grounds for appeal within the meaning of Part A, Section 6. a. (2). of this Article exist, the Committee shall review the case.

c. Immediately upon receipt of a decision by the Faculty Appeals

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Committee to review a case, the Chairperson of the Peer Evaluation Committee shall send the evaluation materials referred to in Article XIII (Professional Evaluation), Part B, of this Agreement to the Faculty Appeals Committee unless this has already been done.

d. Within ten (10) days of its decision to review a case, the Faculty Appeals Committee shall conduct the review and render its decision. The Committee shall inform the faculty member and the Chairperson of the Peer Evaluation Committee of its decision in writing and shall provide the faculty member and the Chairperson of the Peer Evaluation Committee with a statement of reasons in support of its decision. If the decision and/or statement of reasons in support of the decision of the Faculty Appeals Committee is different than the decision and/or the statement of reasons in support of the decision of the Peer Evaluation Committee, the decision and/or statement of reasons in support of the decision of the Faculty Appeals Committee shall supercede the decision and/or statement of reasons in support of the decision of the Peer Evaluation Committee.

e. Except as otherwise provided in this Article and in Article XIII (Professional Evaluation) of this Agreement, the Faculty Appeals Committee shall establish its own rules and regulations for the conduct of its business. Where the Committee decides to hear oral testimony in a particular case, the faculty member must be given notice and an opportunity to be present during all testimony and to rebut the testimony. Voting shall be by anonymous written ballot and each member of the Committee shall explain on the ballot the reasons for his or her vote solely in terms of the criteria stated in Article XIII (Professional Evaluation) of this Agreement. Decisions of the Committee shall be by majority vote. Only members of the Committee may participate in the deliberations of the Committee.

f. Allegations of violations of Part A, Section 6 of this

Article shall be submitted to the Chairperson of the faculty who shall order a rehearing before the Faculty Appeals Committee if s/he determines the Faculty Appeals Committee has violated the provisions of Part A, Section 6. of this Article and determines that these violations so prejudiced the faculty member's case as to warrant a rehearing.

7. Allegations of violations of Part A, Sections 1-6 of this Article shall not be subject to the grievance and arbitration provisions of Article XXXIV of this Agreement. Except as provided in Part A, Section 6. of this Article, the faculty member shall have no right or remedy against the Board, its agents, servants or employees, or the Chapter for these alleged violations. The Chapter shall have no right or remedy against the Board, its agents, servants, or employees for these alleged violations.

8. a. On the dates specified in 8.b. of this Article, the Peer Evaluation Committee shall send its decision, the statement of reasons in support of its decision given to the faculty member, or where appropriate, the decision of the Faculty Appeals Committee and/or the statement of reasons given the faculty member in support of its decision and all evaluation materials considered by the Committee or by the Faculty Appeals Committee in cases concerning the reappointment of a faculty member to the President and to the Academic Vice President.

b. The Peer Evaluation Committee shall send its decision concerning the reappointment of a faculty member in his or her second or fifth year of teaching or professional library work at the College to the President and the Academic Vice President on November 15 of each academic year; decisions on faculty members in their first year of teaching or professional library work at the College shall be sent on February 20 of each academic year and decisions on faculty members in their third or fourth year of teaching or professional library work at the College on March 1 of each academic year.

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c. On April 15 of each academic year, the Peer Evaluation Committee shall send its decision, the statement of reasons in support of its decision given to the faculty member, or where appropriate, the decision and/or the statement of reasons in support of the decision of the Faculty Appeals Committee given to the faculty member and all evaluation materials considered by the Committee or by the Faculty Appeals Committee in cases concerning the promotion of a faculty member to the President and to the Academic Vice President.

9. a. In the event the Board approves the final recommendation of the appropriate faculty committee in a case involving reappointment and/or promotion, the matter shall be closed and the faculty member shall have no further right or remedy against the Board, its agents, servants or employees, or the Chapter. The Chapter shall have no right or remedy against the Board, its agents, servants, or employees.

b. A copy of the Board's decision and the reasons for this decision, if the decision is contrary to the recommendation of the appropriate faculty committee, shall be sent to the Peer Evaluation Committe and to the faculty member concerned.

B. Notice of Nonreappointment

1. The Board shall inform a faculty member in writing of a decision not to offer him or her a reappointment in accordance with the following dates:

a. A second or fifth year faculty member shall be notified by January 30.

b. A first year faculty member shall be notified by April 1.

c. A faculty member in his or her third or fourth year shall be notified by May 1 and shall be granted a terminal appointment by the Board for the succeeding academic (calendar) year.

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d. If a faculty member is not given timely notice within the meaning of B.1. a,b or c of this Article, s/he shall be offered a terminal reappointment by the Board for the succeeding academic (calendar) year. In no event shall tenure be obtained other than as prescribed by law.

C. Notice of Promotion

1. A faculty member shall be informed in writing by the President by June 30 of the decision of the Board in his or her case.

D. 1. The notice requirements of Parts B and C of this Article shall be deemed waived in the event that the notice provisions of Part A, Section 8. of this Article are not met because of the failure of the appropriate faculty committee to send a timely decision to the President. In the event the appropriate faculty committee does not send its decision to the President within ninety (90) days of the dates specified in Part A, Section 8. of this Article, the Board shall act unilaterally on the reappointment and/or promotion and the Board's decision shall be final and binding and the faculty member shall have no right or remedy against the Board, its agents, servants or employees, or the Chapter. The Chapter shall have no right against the Board, its agents, servants, or employees.

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ARTICLE XIII

PROFESSIONAL EVALUATION

A. The Board retains its inherent right to establish criteria for reappointment, promotion and professional evaluations. However for the duration of this Agreement, the Board agrees to use the criteria set forth in this Agreement, to evaluate faculty being considered for reappointment, promotion and other professional evaluations.

1. In order to be eligible for consideration for promotion to a higher rank a faculty member shall have completed the following length of service in rank as of the effective date of the possible promotion:

a. Promotion to Instructor- 4 semesters as Assistant Instructor.

b. Promotion to Assistant Professor-6 semesters as Instructor.

c. Promotion to Associate Professor-8 semesters as Assistant Professor.

d. Promotion to Professor-10 semesters as Associate Professor.

2. An instructor who receives an earned doctorate shall be eligible for consideration for promotion before the completion of 6 semesters of service in that rank.

3. A faculty member who receives national recognition in his or her academic area or profession shall be eligible for consideration for promotion before the completion of the length of service requirements which are stated in Part A, Section 1 of this Article.

B. Criteria for Reappointment and Promotion

1. The criteria for reappointment in the academic rank of assistant instructor or junior librarian are satisfactory performance of faculty duties and evidence of excellence in teaching and related student contacts, or, in the case of a junior librarian, evidence of excellence in professional library work.

2. The criteria for promotion to and reappointment in the academic

rank of instructor are:

a. satisfactory performance of faculty duties; and

b. evidence of excellence in teaching and related student contacts, and

c. the attainment of a Master's degree in his/her academic area or profession.

3. The criteria for promotion to and reappointment in the academic rank of assistant professor or assistant librarian are:

a. meeting the relevant criteria for promotion to and reappointment in the academic rank of instructor; and

b. satisfactory performance of faculty duties; and

c. demonstrated excellence in teaching and related student contacts or, in the case of a full-time member of the professional library staff, demonstrated excellence in professional library work and related student contacts; and

d. evidence of contribution to the College and/or professional development.

4. The criteria for promotion to and reappointment in the rank of associate professor or associate librarian are:

a. meeting the relevant criteria for promotion to and reappointment in the academic rank of assistant professor or assistant librarian; and

b. demonstrated service to the College through participation on College committees and/or to the community and/or evidence of professional development through academic and scholarly activities related to the faculty member's academic or professional area.

5. The criteria for promotion to and reappointment in the rank of professor or librarian are:

a. meeting the relevant criteria for promotion to and reappointment in the academic rank of associate professor or associate

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librarian; and

b. significant service to the College through the discharge of major responsibilities; and

c. demonstrated professional maturity through the attainment of the terminal degree in his or her academic area or profession or through academic, pofessional or scholarly accomplishments of a comparable nature.

d. Tenured Associate Professors who have been employed by the College for at least thirty (30) years and who are within three (3) years of mandatory retirement age may be recommended for promotion to the rank of Professor without meeting the criteria specified in Part B, Section 5. a,b and c of this Article.

6. a. In determining whether or not to recommend a faculty member for reappointment and/or promotion, the department in which the faculty member serves, the Peer Evaluation Committee and the Faculty Appeals Committee shall consider only the criteria stated in Part B of this Article.

b. In making the decision as to whether to reappoint a faculty member, except as otherwise provided in Article XXX (Reduction of Force) of this Agreement, and in making the decision as to whether to promote a faculty member, the President and Board shall normally consider only the criteria stated in Part B of this Article.

C. Materials of Evaluation

1. Evaluation materials, all of which shall be placed in the faculty member's record file, shall consist only of the following, except as otherwise provided in Part C, Section 2.b. of this Article:

a. Evidence relating to teaching effectiveness and related student contacts, or, in the case of full-time members of the professional library staff, evidence relating to professional library work.

(1). Objective summary of all student evaluations (for full-time members of the instructional staff only) prepared by the department chairperson and certified as accurate by a faculty member in the department selected by the faculty member in the department to be evaluated.

(2). Peer evaluations.

(3). Other appropriate evidence.

b. Evidence of service to the College and/or the community.

(1). Records of committee work.

(2). Records of course and/or program development.

(3). Records of community work.

(4). Other appropriate evidence.

c. Evidence of professional development shall be documentation of scholarly, academic, or professional attainments or activities appropriate to the faculty member's academic or professional area.

2. a. At the departmental (Director of Libraries) evaluation level, the materials of evaluation shall include only those timely placed in the faculty member's Record File within the meaning of Article XIV (Faculty Record File), Section B of this Agreement.

b. At the Peer Evaluation Committee evaluation level, the materials of evaluation shall include only those reviewed at the departmental (Director of Libraries) evaluation level, the recommendation of the department or Departmental (Director of Libraries) Evaluation Committee, the written reasons for the recommendation given to the faculty member, the faculty member's statement to the Committee, if any, opposing the recommendation, and extraordinary evidence or newly obtained evidence unavailable at the departmental (Director of Libraries) evaluation level which shall be reviewed with the faculty member.

c. At the Faculty Appeals Committee level, the materials of

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evaluation shall include only those reviewed at the Peer Evaluation Committee level and the faculty member's statement in support of his or her appeal to the Committee, if any, and extraordinary evidence or newly obtained evidence pertaining to these criteria which was not readily available at previous levels of evaluation. 32.

d. At the Presidental and Board levels, the materials of evaluation shall include only those reviewed at the Peer Evaluation Committee level or the Faculty Appeals Committee level, the faculty member's statement addressed to the President, if any, opposing the recommendation of the Peer Evaluation Committee or the Faculty Appeals Committee, the recommendations of the Academic Deans and the recommendation of the Academic Vice President, and extrodinary evidence or newly obtained evidence pertaining to these criteria which was not readily available at previous levels of evaluation.

3. The Academic Vice President and an appropriate committee of the faculty shall prepare student evaluation and peer evaluation materials to be used in the evaluation of faculty members. These evaluation materials may be modified by the departments concerned to meet their particular needs.

D. Evaluation of Tenured Faculty Members

1. a. For the purpose of providing advice and guidance pertaining to career development and teaching effectiveness, tenured members of the faculty shall be evaluated. Such evaluations shall take place no more frequently than every five (5) years, beginning with the date of the last evaluation of the faculty member, unless the faculty member chooses to be evaluated more frequently or the appropriate Academic Dean, on the basis of significant tangible evidence indicating deficiencies in the faculty member's performance only with respect to the criteria listed below, requests an evaluation. The Academic Dean shall discuss the matter with the faculty member before requesting an evaluation.

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b. The following criteria shall oe used for the purposes of this evaluation:

(1). Teaching effectiveness.

(2). Effectiveness of performance of other assigned duties and responsibilities.

(3). Professional Development.

(4). Contributions to the College and/or community.

2. MATERIALS OF EVALUATION

The materials of evaluation shall consist of student evaluations, peer evaluations, a self evaluation (submitted on a form developed and approved by the Academic Vice President and the Faculty Executive Committee), the Academic Dean's classroom evaluation, if any, the faculty member's statement , if any, and any other documents relevant to the criteria specified in Part C, Section 1 of this Article.

The materials of evaluation shall be submitted to and compiled by the faculty member's Department Chairperson prior to September 30 of the academic year. The Chairperson will forward prior to October 15 of the academic year the summaries of the student evaluations and all other materials received to the appropriate Academic Dean. The Chairperson will also provide to the faculty member a copy of all materials forwarded to the Dean. The Academic Dean will place all materials received from the Chairperson in the faculty member's record file.

3. PROCEDURE

Prior to November 24 of the academic year, a Departmental Evaluation Committee, consisting of no less than three (3) elected members shall review the record files of all tenured faculty members who are not being considered for promotion and who are to be evaluated in accordance with the provisions of Part D, Section 1 of this Article. In the event the departmental committee's evaluation of a faculty member is negative, the departmental committee will also forward recommendations

for the faculty member's improvement to the Tenured Faculty Review Committee and the faculty member. On or before December 15 of the academic year, the Departmental Evaluation Committee shall send the results of its evaluation to the Tenured Faculty Review Committee.

If an individual faculty member disagrees with the conclusions or recommendations of the Departmental Evaluation Committee, s/he may forward a letter stating the objections to the chairperson of the Tenured Faculty Review Committee prior to February 1 of the academic year.

The Tenured Faculty Review Committee shall review the record files of all tenured faculty members who are not being considered for promotion and who are to be evaluated in accordance with the provisions of Part D, Section 1 of this Article prior to March 15 of the academic year. On or before April 15 of each academic year, the Tenured Faculty Review Committee shall send the results of its evaluation to the faculty member and the appropriate Academic Dean. In the event the Committee's evaluation of a faculty member is negative, the Committee will also forward recommendations for the faculty member's improvement. If the Tenured Faculty Review Committee's conclusions and recommendations are different from those of the Departmental Evaluation Committee, a letter of explanation will also be forwarded to the faculty member and the Academic Dean.

If a faculty member disagrees with the conclusions or the recommendations of the Tenured Faculty Review Committee, s/he may forward a letter stating the objections to the Tenured Faculty Review Committee and the appropriate Academic Dean prior to the conclusion of the academic year; this letter will be made part of the record file.

4. An Academic Dean shall be entitled to visit the classroom of any tenured faculty member being evaluated in his or her division, provided the faculty member receives written notice five (5) class days in

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advance of the visit. The Academic Dean will arrive before the class begins and stay until the end of the class.

5. If a faculty member receives a negative evaluation from the Departmental Evaluation Committee or the Tenured Faculty Review Committee or both, a conference shall be held between the appropriate Academic Dean and the faculty member as soon as possible after the completion of the evaluation. The purpose of the conference shall be to develop a plan of action for the faculty member's improvement which is consistent with the Departmental Evaluation Committee's and/or the Tenured Faculty Review Committee's recommendations.

ARTICLE XIV

FACULTY RECORD FILE

A. A Record File shall be maintained for each faculty member in the office of the Academic Vice President or the office of the appropriate Academic Dean.

B. The Academic Vice President or his or her designee shall place in the faculty member's Record File all appropriate evaluation materials as defined in Article XIII (Professional Evaluation), Part C, of this Agreement by September 10 in the case of a faculty member to be considered for promotion or by October 10 in the case of a faculty member to be considered only for reappointment. A faculty member shall place in his or her Record File all appropriate evaluation materials as defined in Article XIII (Professional Evaluation), Part C, of this Agreement at least three (3) days prior to the date of his or her departmental evaluation, at which time the Record File shall be closed.

C. Upon written notice to the Academic Vice President or his or her designee of at least three (3) class days specifying the date and time, a faculty member shall have the right to review all material in his or her Record File. The Academic Vice President or his or her representative may be present. The faculty member shall initial and write the date of initialing on all documents in the Record File solely to indicate that s/he has seen the documents. A faculty member shall have the right to attach comments and/or a rebuttal statement to material placed in his or her Record File. A faculty member shall have the right to have material in his or her Record File reproduced for his or her own use, for which s/he shall be charged ten cents per copy. All materials in the Record File of a faculty member shall be confidential and shall not be subject to publication.

ARTICLE XV

TENURE

A. A faculty member who has previously been appointed or reappointed with tenure shall continue to have tenure.

B. All non-tenured faculty members shall be considered and eligible for tenure in accordance with all applicable statutes and regulations;

1. All non-tenured faculty who were employed as faculty on August 18, 1982, shall be considered and eligible for tenure in accordance with the elections they made pursuant to N.J.S.A. 18A:64A-71.b filed with the College;

2. All faculty members hired by Union County College subsequent to August 18, 1982, shall be considered and eligible for tenure pursuant to the terms of the "The State and County College Tenure Act," N.J.S.A. 18A:60-6 et seq.

a. Faculty members shall be under tenure in their academic rank but not in any administrative position, during good behavior, efficient and satisfactory professional peformance, as evidenced by formal evaluation and shall not be dismissed or reduced in compensation except for inefficiency, unsatisfactory professional performance, incapacity or other just cause and then only in the manner prescribed by subarticle B of Article 2 of Chapter 6 Title 18A of the New Jersey Statutes, after employment by the College for:

(1). five (5) consecutive calendar years; or

(2). five (5) consecutive academic years, together with employment at the beginning of the next academic year; or

(3). the equivalent of more than five (5) academic years within a period of any six (6) consecutive academic years.

b. Notwithstanding the provisions set forth above, the Board may, as an exceptional action and upon the recorded two-thirds majority

roll call vote of all its members and upon the recommendation of the President, grant tenure to an individual faculty member after employment in the College for two (2) consecutive academic years.

C. Members of the professional library staff not holding faculty rank may be appointed by the College for a term of one (1) year except that after employment in the College for five (5) consecutve academic years or their equivalent within a period of any six (6) consecutive academic years, the College may offer such employees contracts of five-year periods. During the period of the contracts, professional library staff members may be removed, only as provided by the provisions of N.J.S.A.18A:6-9 through 18A:6-29.

D. 1. Tenure shall only be awarded to individuals whose performance during their probationary period gives evidence of the ability and willingness to make a continuing contribution to the growth and development of the College.

2. Tenure shall only be awarded after presentation of positive evidence of excellence in teaching, scholarly achievement, contribution to the College or community and fulfillment of professional responsibilities.

ARTICLE X'I

FACULTY DISCIPLINE

A. Faculty members shall not be dismissed or reduced in compensation except for inefficiency, unsatisfactory professional performance, incapacity or other just cause and then only in the manner prescribed by subarticle B of Article 2 of Chapter 6 of Title 18A of the New Jersey Statutes (19A:6-9 - 18A: 6-29).

ARTICLE XVII

ACADEMIC FREEDOM

A. A faculty member is entitled to full freedom in research, in the publication of the results, subject to adequate performance of his or her other academic duties; but research for pecuniary return utilizing College facilities or College funds should be based upon a written understanding with the Vice President for Finance.

B. A faculty member is entitled to freedom in the classroom in discussing his or her subject, but should be careful not to introduce into his or her teaching controversial matter which has no relation to his or her subject.

C. A faculty member is a citizen, a member of the learned profession, and a member of an educational community. When s/he speaks or writes as a citizen, s/he should be free from institutional censorship or discipline, but his or her special position in the community imposes special obligations. As a man or woman of learning and as an educator, s/he should remember that the public may judge his or her profession and his or her institution by his or her utterances. Hence s/he should at all times be accurate, should exercise appropriate restraint, should show respect for the opinions of others, and should make every effort to indicate that s/he is not a College spokesperson.

ARTICLE XVIII

FACULTY MEMBERS APPOINTED TO ADMINISTRATIVE POSITIONS

A. Academic Officers of the College who hold an academic rank and tenure in a department of the College shall continue to hold that academic rank and tenure upon returning to the faculty. All Academic Officers shall have seniority as of the date of employment by the College, or by the previous institution to which the College is successor.

ARTICLE XIX

POWERS AND ORGANIZATION OF THE FACULTY

A. 1. a. The Board acknowledges the faculty's interest in and primary responsibility for making decisions in the areas of students' admission requirements, curriculum of courses and/or laboratories offered through departments, subject matter of and methods of instruction in courses and/or laboratories offered through departments, research, and those aspects of student life which relate to the educational process.

b. The advice of the faculty will be solicited with respect to all decisions in the areas stated in Part A, 1. a. of this Article prior to making the decision.

2. The establishment of requirements for degrees in course, the determination that such requirements have been met in any individual case, are responsibilities vested in the Board. The recommendations regarding the above and recommendations that degrees in course be conferred are responsibilities vested in the faculty.

3. a. Through appropriate faculty committees, the faculty shall actively participate in the making of recommendations to the Board in the areas of:

(1). long-range planning; and

(2). the use of existing physical resources and the acquisition of additional physical resources; and

(3). priorities in the deployment of financial resources.

b. The President or his or her designee shall comply with reasonable requests from the appropriate faculty committee for information pertinent to the faculty committee's functions as specified in Part A, Section 3.a. of this Article.

4. The advice of the faculty will be solicited with respect to

decisions in the areas of curriculum of courses and/or laboratories not described in Part A, Section 1. a. of this Article and of subject matter of and method of instruction in courses and/or laboratories not described in Part A, Section 1. a. of this Article.

B. Organization

1. All members of the faculty as defined in Article I, Section K of this Agreement are members of the faculty organization and shall have all rights and responsibilities deriving from such membership.

2. The faculty shall have the right to adopt by-laws and other rules and regulations necessary for the carrying out of its duties and responsibilities. These by-laws, rules and regulations shall include but are not limited to:

a. Manner, time and frequency of its meetings.

b. Voting procedures in meetings and qualifications for voting.

c. Officers of the faculty, the qualifications for, procedures for election of, and duties of such officers.

d. The delegation of powers to and establishment of committees of the faculty as well as qualifications and the manner of election or appointment of members to such committees.

e. Duties, responsibilities, and procedures of committees.

3. The faculty shall have the right to determine the manner in which it shall exercise its powers according to its own rules and regulations provided that it is consistent with or not otherwise provided for by the terms of this Agreement.

4. Those faculty committees which are required by the provisions of this Agreement shall be established by the faculty. The Faculty Executive Committee shall notify the Academic Vice President of the committees of the faculty and of their membership, as soon as the committees are established.

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ARTICLE XX

DEPARTMENTS

A. 1. No department of the College shall be abolished, merged with any other department or divided into two (2) or more departments unless the Board determines otherwise.

2. No new department shall be created without prior consultation with the Faculty Personnel Committee.

B. A faculty member may be reassigned by the Academic Vice President or his or her designee, from one department to another in the event that his or her scholarly preparation, teaching assignments, preference and interests would be better served through such a reassignment. Such reassignment shall be made in consultation with the faculty member and the departments affected. In the event that a department or the faculty member objects to such reassignment, they may submit their objection to the Faculty Personnel Committee which, in turn, shall make a written recommendation, with as much specificity as possible, to the President for decision.

C. 1. Unless otherwise agreed to in writing between the Board and the Chapter, all courses for college credit, all developmental courses and/or all laboratories which are or traditionally would be offered through an existing department of the College shall be offered through an academically appropriate department.

2. Courses for college credit, developmental courses and/or laboratories which are not or traditionally would not be offered through an existing department of the College shall, if taught by persons other than faculty members or by faculty members on an overload basis, be offered through the Office of the Academic Vice President.

D. Those decisions which by the terms of this Agreement are required to be made by a department shall be by a majority vote of faculty members

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in the department.

E. 1. Every department shall have a Chairperson who shall be elected in a secret ballot by the department pursuant to the provisions of Section F of this Article.

2. A department Chairperson shall serve for two (2) years commencing July 1 following his/her election.

3. In the event a department Chairperson does not complete his/her term of office, a successor shall be elected to complete his/her term of office pursuant to the provisions of Section F of this Article.

F. 1. When it is necessary to elect a department Chairperson, the department shall elect a Nominating Committee of three (3) faculty members in the department except that in the event there are fewer than three (3) faculty members in the department, the Nominating Committee shall be composed of all members of the department. For regularly scheduled elections, this Committee shall be elected by April 15 of the year in which the term of the department Chairperson expires.

2. Nominations shall be from faculty members in the department and shall be submitted in writing to the Nominating Committee. Nominees shall verify their willingness to serve, if elected, to the Committee.

3. Nominees shall be tenured faculty members in the department except that in the event a department has no tenured faculty members, nominees shall be non-tenured faculty members in the department.

4. The Nominating Committee shall receive nominations for a period of one (1) week after informing each faculty member in the department that nominations are open. At the end of that week, the Committee shall announce the names of all individuals nominated who are willing to serve, if elected. In the event that no tenured faculty member nominated is willing to serve, nominations shall be reopened for a period of one (1) week and nominees shall be non-tenured faculty members in the department. At the end of that week, the Committee shall

announce the names of all individuals nominated who are willing to serve, if elected.

5. The Nominating Committee shall set the date for the election within ten (10) class days of the date nominations are announced but not earlier than five (5) class days after the announcement.

6. In the event no nominee receives a majority on the third ballot, the names of those nominees receiving the greatest number of votes shall be submitted to the Academic Vice President or his or her designee who shall appoint one of the nominees Department Chairperson.

7. The Chairperson of the Faculty or his or her designee shall conduct the election, count the ballots, and announce the results.

8. If in the opinion of the Academic Vice President of the College a Department Chairperson is not adequately performing the duties of his/her office as defined in this Article, the Academic Vice President shall provide written notice to the department, setting forth the alleged deficiencies. The department shall decide whether to hold another election and shall notify the Academic Vice President within thirty (30) days of receipt of the Academic Vice President's notice of its decision. If the department decides upon an election, the Academic Vice President shall request the Faculty Executive Committee to hold an election. The election will be held in accordance with the provisions of Section F., 1-7. of this Article and shall be instituted within ten (10) working days of receipt of the Academic Vice President's notice.

If the department decides not to have an election, it shall notify the Academic Vice President in writing as to its reasons for so deciding or what it has done to remedy the deficiencies cited in the Academic Vice President's notice.

G. The General Duties of the Department Chairperson are as follows:

1. Report to the appropriate Academic Dean and transmit

communications between the Board and/or its agents and department members.

2. File with the appropriate Academic Dean an annual report summarizing the work of the department and such other appropriate departmental reports as may be requested by the Board and/or its agents.

3. Make recommendations to the appropriate Academic Dean pertaining to the administration of the department, the work of members of the department and the instructional mission of the department.

4. Assist the appropriate Academic Dean and other officers of the administration in determining whether course sections should be added, cancelled or closed.

5. Perform other duties as assigned elsewhere in this Agreement.

6. Communicate information about administrative and academic matters to the members of the department.

7. Submit to officers of administration and/or appropriate faculty committees proposals or recommendations of the department.

H. The Specific Duties and the Coordination of Personnel of the Department Chairperson are as follows:

1. Coordinate the instructional efforts and participate in the evaluation of full-time and part-time members of the instructional staff. Encourage development, improvement and innovation in teaching; encourage and facilitate teamwork and good morale within the department.

2. Assume responsibility for informing new teachers of instructional, educational and administrative policies of the College.

3. Encourage department members to engage in those professional and scholarly activities which enhance the growth, improvement, expansion and prestige of the department, including the earning of advanced degrees, pursuit of independent research and the publication of research.

4. Preside at department meetings.

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5. Administer policies pertaining to the conduct of professional and academic responsibilities of members of the instructional staff assigned to the department.

6. After consultation with department members, prepare a schedule of course offerings and teaching assignments by the required deadlines and in compliance with the provisions of Article IX of this Agreement and submit these to the appropriate Academic Dean for approval.

7. Transmit to the appropriate Academic Dean the office hours of department members.

8. Be responsible for seeing that all courses which are to be taught by members of the instructional staff are covered at the outset of each semester.

I. Curriculum and Course Responsibilities

1. On his or her initiation, or in cooperation with the appropriate Academic Dean and/or with members of the instructional staff, encourage and initiate curriculum and course review and development.

2. Be responsible for reviewing, updating and forwarding to the appropriate Academic Dean syllabi for all courses taught in the department.

3. Review textbook lists and consolidate departmental text orders and forward them to the Bookstore manager. Secure from members of the instructional staff in his/her department and give to the Librarian bibliographical information for book and periodical purchases. Help to obtain desk copies of approved texts for faculty members of the instructional staff in the department.

J. Budget

1. Prepare and submit departmental budgets to the appropriate Academic Dean for approval and supervise the expenditures of allocated funds in accordance with the procedures established by the Vice

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President for Finance of the College.

2. Requisition needed supplies and equipment for the department.

3. Submit laboratory budgets and inventories.

K. 1. When both the Academic Vice President and the Department Chairperson agree that, in order to carry out academic responsibilities in a department such as scheduling of courses, laboratories and clinics in multi-disciplinary departments, supervising instruction, advising students in specific curricula, supervising students in clinical or field work placements, consulting with licensing agents or advisory boards, assisting the Chairperson in the performance of his/her duties, or carrying out other assignments necessary for the functioning of the Department, the appointment of a Departmental Coordinator is necessary, the Academic Vice President may authorize such an appointment.

2. The Department Chairperson shall select Coordinators with the approval of the members of the department and notify the appropriate Academic Dean and the Academic Vice President of the selection.

3. The Department Chairperson, in consultation with the Academic Vice President or his/her designee shall prepare a job description specifying the duties and responsibilities of each Coordinator position.

4. The compensation and/or released time for authorized coordinator positions as of September 1, 1984 shall be negotiated by the Academic Vice President and the Chapter.

5. In the event additional Coordinator positions, other than those in effect as of September 1, 1984, are authorized during the term of this Agreement, or if the job descriptions of existing Coordinator positions are modified, the Academic Vice President and the Chapter shall agree to the compensation and/or released time associated with such positions.

6. It is recognized that the continuation of any Coordinator

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position is at the discretion of the Academic Vice President.

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L. Department Chairpersons and Coordinators may not teach more than one overload course per semester between the hours of 9 a.m. and 5 p.m.

ARTICLE XXI

COMPENSATION

A. Instructional and Library Staff Salaries

1. 1984-1985

a. Effective September 1, 1984, the academic year salary of a full-time member of the instructional staff (or the twelve-month salary of a full-time member of the professional library staff), who was a full-time member of the instructional staff (or was a full-time member of the professional library staff) during the preceding academic year (or during the preceding twelve months, in the case of the library) shall be increased by an amount equal to $412 plus 3.33% ($494 plus 3.33% in the case of the library) of the arithmetic mean of all such preceding academic year (or twelve-month, in the case of the library) salaries as of the May 31 payroll of full-time members of the instructional staff (or professional library staff) in his/her rank during such preceding academic year (or preceding twelve months, in the case of the library).

b. Effective January 16, 1985, for those faculty members on a nine-month payment schedule and March 1, 1985, for those on a twelve-month payment schedule the academic year salary of a full-time member of the instructional staff (or the twelve-month salary of a full-time member of the professional library staff), who was a full-time member of the instructional staff (or was a full-time member of the professional library staff) during the preceding academic year (or during the preceding twelve months, in the case of the library) shall be increased by an amount equal to one (1) percent of the total full-time faculty payroll divided equally among all full-time faculty and two (2) percent of the arithmetic mean of all such annualized salaries as of the immediately preceding payroll of full-time members of the instructional

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staff (or professional library staff) in his/her rank.

2. 1985-1986

a. Effective September 1, 1985, the academic year salary of a full-time member of the instructional staff (or the twelve-month salary of a full-time member of the professional library staff), who was a full-time member of the instructional staff (or was a full-time member of the professional library staff) during the preceding academic year (or during the preceding twelve months, in the case of the library) shall be increased by an amount equal to five (5) percent of the arithmetic mean of all such preceding academic year (or twelve-month, in the case of the library) salaries as of the May 31 payroll of full-time members of the instructional staff (or professional library staff) in his/her rank during such preceding academic year (or preceding twelve months, in the case of the library).

b. Effective January 16, 1986, for those faculty members on a nine-month payment schedule and March 1, 1986, for those on a twelve-month payment schedule the academic year salary of a full-time member of the instructional staff (or the twelve-month salary of a full-time member of the professional library staff), who was a full-time member of the instructional staff (or was a full-time member of the professional library staff) during the preceding academic year (or during the preceding twelve months, in the case of the library) shall be increased by an amount equal to three (3) percent of the arithmetic mean of all such annualized salaries as of the immediately preceding payroll of full-time members of the instructional staff (or professional library staff) in his/her rank.

3. 1986-1987

a. Effective September 1, 1986, the academic year salary of a full-time member of the instructional staff (or the twelve-month salary of a full-time member of the professional library staff), who was a

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full-time member of the instructional staff (or was a full-time member of the professional library staff) during the preceding academic year (or during the preceding twelve months, in the case of the library) shall be increased by an amount equal to six (6) percent of the arithmetic mean of all such preceding academic year (or twelve-month, in the case of the library) salaries as of the May 31 payroll of full-time members of the instructional staff (or professional library staff) in his/her rank during such preceding academic year (or preceding twelve months, in the case of the library).

B. 1. Any faculty member in the employ of the College on September 1, 1983, who will not be receiving the salaries set forth below before their 1984 increase, shall receive an increase effective September 1,1984, sufficient to bring them to the annual salary set forth:

Assistant Instructor	$14,500
Instructor (without Master's degree)	$15,500
Instructor (with Master's degree)	$16,000
Instructor (with Doctorate)	$17,500
Assistant Professor	$19,000
Assistant Professor (with Doctorate)	$20,500
Associate Professor	$23,000
Associate Professor (with Doctorate)	$24,500
Professor	$29,500
Junior Librarian	$19,200
Assistant Librarian	$22,800
Associate Librarian	$27,600

a. For purposes of guidance in the employment of new faculty members the minimum salaries shall be:

Assistant Instructor	$14,000
Instructor	$15,500
Assistant Professor	$18,500

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Associate Professor	$22,000
Professor	$26,000

2. a. Effective September 1, 1984, the salary maximums for each academic rank shall be the established state maximums which are:

Assistant Instructor	$18,000
Instructor	$23,699
Assistant Professor	$28,812
Associate Professor	$35,024
Professor	$42,570
Junior Librarian	$27,643
Assistant Librarian	$33,614
Associate Librarian	$40,860
Librarian	$49,664

b. Effective September 1, 1985, the salary maximums for each academic rank shall be the established state maximums which are:

Assistant Instructor	$20,000
Instructor	$25,313
Assistant Professor	$30,775
Associate Professor	$37,411
Professor	$45,470
Junior Librarian	$29,531
Assistant Librarian	$35,903
Associate Librarian	$43,645
Librarian	$53,048

c. Effective September 1, 1986, the salary maximums for each academic rank shall be the established state maximums which are:

Assistant Instructor	$21,000
Instructor	$26,051
Assistant Professor	$31,672
Associate Professor	$38,501

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Professor	$46,795
Junior Librarian	$30,391
Assistant Librarian	$36,950
Associate Librarian	$44,917
Librarian	$54,594

d. Notwithstanding the salary maximums stated in Section B.2.a.,b.,c. of this Artice, all regular full-time members of the instructional staff (Professonal Library staff) shall have his/her salary increased by the sums and amounts stated in Part A, Sections 1,2, and 3 of this Article.

D. Promotional Increases

A faculty member promoted to a new academic rank shall receive a six percent (6%) increase in his/her salary as of September 1 of the year in which the promotion is effective. This increase shall be in addition to any other salary increase provided in this Agreement and shall be computed after the addition of the increase provided in Part A of this Article. In the event that the promotion increase and the doctoral increase become effective on the same date, the total combined increase shall be twelve (12) percent.

E. Doctoral Increases

A full-time member of the instructional staff (Professional Library staff) who acquires an earned doctorate on or after September 1 shall receive a six percent (6%) increase in his/her current academic year salary providing that the doctorate is officially granted, except for ceremonial conferral, on or before December 31. If the doctorate is granted after December 31, the faculty member shall receive this salary increase as of September 1 of the succeeding academic year. This increase shall be in addition to any other salary increase provided in this Agreement and shall be computed after the addition of the increase provided in Part A of this Article.

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F. Overload Compensation

A faculty member who is entitled to overload compensation as defined in Article XXIX of this Agreement shall be compensated for each three (3) credits or equivalent contact hours of overload at the rate of $950 during the 1984-1985 academic year; $970 during the 1985-1986 academic year and $990 during the 1986-1987 academic year, except that faculty members who were employed by the Union County Technical Institute prior to September 1, 1982, will be paid at the rate of $990 effective September 1, 1984, and for the duration of the contract. Overload compensation shall be paid in four (4) equal installments on the last day of October, November, December and January for the Fall semester and on the last day of February, March, April and May for the Spring semester.

G. Summer Compensation

Effective the 1985 summer sessions, a faculty member who teaches during the summer session shall be compensated for each three (3) credits or equivalent contact hours of summer session teaching at the rate of $950 during the 1984-1985 academic year; $970 during the 1985-1986 academic year and $990 during the 1986-1987 academic year, except that faculty members who were employed by the Union County Technical Institute prior to September 1, 1982, will be paid at the rate of $990 effective September 1, 1984, and for the duration of the contract.

H. Other Compensation

1. A faculty member who agrees, as part of his required load, to teach courses where the time between the end of the first class hour and the beginning of the last class hour exceed eight and one-half (8 1/2) hours on any one day shall be compensated at a rate of $100.00 for each contact hour taught beyond the time restriction.

2. A faculty member assigned field work supervision shall be

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compensated at a rate of $75.00 for each student supervised.

3. In the event the maximum teaching load of a faculty member, as defined in Article XXIX, Part A, Section 5.a. is exceeded, a faculty member shall be compensated in the amount of thirty (30) dollars for each student above the maximum.

4. A faculty member assigned supervision of the liaison clinics shall be compensated at the overload rate specified in Part F of this Article on the basis of each three (3) contact hours in the liaison clinic in a given course, regardless of the number of students in that course, being the equivalent of one (1) credit or equivalent contact hour. Supervision of liaison clinics may be included as part of the faculty member's required teaching load on this same basis.

I. Faculty Pay Periods

1. A full-time member of the instructional staff shall, at his/her option, be paid his/her academic year salary in eighteen (18) or twenty four (24) equal semi-monthly installments.

2. A full-time member of the professional libary staff shall be paid his/her twelve-month salary in twenty four (24) equal semi-monthly installments.

J. Full-time faculty members required to teach courses in practical nursing or respiratory therapy during the summer session shall receive 1.2 times their academic year salary for such an assignment. It is understood and agreed that all credit or equivalent credit hours taught beyond fifteen (15) in either of these disciplines during the summer session shall be paid at the overload rate stated in Section F of this Article.

Selection of faculty to teach such courses during the summer session shall be determined by seniority.

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ARTICLE XXII

HEALTH AND WELFARE BENEFITS

A. The College agrees to pay during the term of this contract the insurance premiums for:

1. Full-time members of the faculty covered by this Agreement and their eligible dependents; they will be insured by the New Jersey State Health Benefits Program, known as the Traditional Program, consisting of Basic and Major Medical coverage.

2. Benefits provided for retired employees under the expired AAUP or NJEA collective bargaining agreement shall be continued for those retired employees presently receiving such benefits, if permitted by State law and regulations.

3. a. It is agreed that the existing dental plan will be improved. The matter will be referred to the existing sub-committee for further discussion and recommendation no later than November 1, 1984.

b. The Group Life and Long-Term Disability Insurance Benefits shall be referred to an appropriate committee for determination of the following:

(1). Identification of the faculty members covered by the Teachers Pension and Annuity Fund who have less than ten (10) years of service; and

(2). Ascertaining the cost of providing a form of retirement disability insurance to cover such employees until they have completed ten (10) years of service.

c. The committee shall report to their full negotiating committees with appropriate recommendations, if any, on or before November 1, 1984.

B. Pension Plans

1. Present participation in the Teachers' Pension and Annuity Fund (TPAF) for those members of the faculty covered by that plan shall be

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continued in accordance with applicable state laws and regulations. 59.

2. All faculty members not covered by the Teachers' Pension and Annuity Fund shall continue to be covered by the Alternate Benefits Program (TIAA/CREF).

3. The faculty members' contributions and the contributions from the State shall be provided by State law. In addition, the College shall continue its supplementary contribution for those faculty members on behalf of whom the College contributed ten (10) percent prior to the merger, to insure that those faculty members will have ten (10) percent contributed on their behalf.

4. Eligibility to the appropriate pension plan shall be in accordance with appropriate State law and regulations.

C. Defined Contribution Plans

1. This plan is at the employee's option. Salary deductions will not be matched by the College. Further discussion concerning alternative annuity plans will continue. Appropriate recommendations will be made on or before November 1, 1984. Faculty members who are presently enrolled in deferred compensation plans may continue to participate according to their agreement with the College until additional investment plans are selected, unless they notify the College to the contrary.

D. Workmen's Compensation

1. As defined by the applicable State laws.

E. Unemployment Compensation

1. As defined by the applicable State laws.

F. It is the responsibility of each employee to contact the Personnel Officer if s/he wishes to apply for any one of the above listed benefits. Furthermore, the employee eligible for such benefits agrees to complete and execute all forms and applications and authorizations as requested by the College and/or insurance carrier(s) affording the aforesaid benefits. The College will furnish appropriate descriptive

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materials to all faculty members.

G. It is agreed and understood that the sole liability of the College is to pay the aforesaid premiums for the insurance coverages heretofore set forth, and that any and all claims for benefits, eligibility requirements and other conditions shall be as set forth in the insurance policy or policies affording the aforesaid benefits, and applicable State laws and regulations. The terms and conditions of said policy or policies and State laws and regulations shall govern and control all questions or claims arising hereunder.

H. The College reserves the right to change the insurance carrier or carriers providing the aforesaid benefits or to consolidate any or all of the above plans. Covered employees shall not suffer any loss in benefits as a result of a change.

I. Tuition Remission

1. The College agrees to accord full-time members of the faculty, their spouses, and their dependents free tuition and course fees in any course of study at the College, provided space is available and they meet the normal College requirements for admission to credit courses. Tuition remission shall also apply to dependents of retired faculty members and surviving dependents of deceased faculty members up to the age of 25. This benefit covers tuition cost and course fees only. Any additional charges such as a general fee and application fee, books, etc. shall be paid by the student. Employees and/or dependents must obtain a "Certification of Employment" form from the Payroll Department. A proof-of-dependency status is required for dependents. A dependent is a person for whom the employee claims an exemption under the provision of the Internal Revenue Service laws, rules and regulations.

J. Faculty Improvement Plan

1. The College has instituted a Faculty Improvement Plan to assist faculty members in the completion of doctoral requirements and for

post-doctoral work. Loans from the Faculty Improvement Plan may be made, subject to the following conditions:

a. Applicant must hold an appointment and must have previously completed at least two consecutive academic years as a full-time faculty member at Union County College.

b. Applicant must have been admitted to doctoral candidacy or post-doctoral work at a recognized American or European university, with all course work completed.

c. Loans will ordinarily not exceed $1,500.00, but in any case may not exceed $2,000.00.

d. No interest will be charged while the candidate holds an appointment to the Union County College faculty (in either "on-leave" or "active" status).

e. No interest will be charged after the candidate has received the degree, so long as s/he continues as a member of the Union County College faculty.

f. At the end of each academic year after the one in which the degree has been received or post-doctoral work completed, provided the recipient has served for that year as a full-time faculty member of Union County College, $250.00 will be cancelled from the loan.

g. If the recipient of a loan leaves the Union County College faculty before annual forgiveness has wiped out the loan, whether or not s/he has received the degree, repayment of balance is due with interest of 5% per annum from the date of the loan.

h. In case the recipient fails to receive the degree or to complete post-doctoral work within three academic years after the one in which the loan is made, the loan becomes a legal interest-bearing debt to Union County College, subject to modification as to principal or interest or both by the Board of Trustees on recommendation of the President in light of the circumstances of the case.

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Applications for such a loan are filed with the Academic Vice President and must be accompanied by a written recommendation from the Departmental Chairperson and the appropriate Academic Dean. They are presented by the President to the Board of Trustees for approval.

K. Tuition Reimbursement shall be made under the following conditions:

1. Eligibility

a. All full-time members of the faculty taking courses in accredited institutions towards the completion of a graduate degree in their academic discipline (or in library service for Librarians) or courses required as a prerequisite for relicenture or recertification in their discipline are eligible for such tuition reimbursement as defined further below.

b. Reimbursements for such courses not directed toward a degree must be approved by the appropriate Academic Dean. In the case of Librarians, such courses must be recommended by the Director of Libraries and approved by the Academic Vice President. In the event any faculty member disputes the Academic Dean's judgment, or in the case of Librarians, the Director's, the matter may be appealed to the Academic Vice President.

c. Reimbursement for such courses not in a faculty member's discipline, or in the case of a Librarian, not in library service, must be approved by the appropriate Academic Dean (in the case of faculty) and the Director of Libraries (for Librarians). Such approval will be granted only if, in the judgment of those individuals, the taking of such courses is beneficial to the College. In the event a faculty member disputes an Academic Dean's judgement, or in the case of Librarians, the Director's, the matter may be appealed to the Academic Vice President.

d. In all cases involving individual courses which are part of an established and approved degree program, approval must be obtained prior to registration for such courses. In the case of degree programs, the

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first registration for courses in such a program also requires prior approval. All full-time faculty members who had registered for (a) course(s) in an established and approved degree program prior to June 30, 1979, shall be deemed to have received prior approval. Failure to obtain prior approval shall relieve the College of its obligation to reimburse.

e. In all cases, reimbursement will be made only for courses satisfactorily completed.

f. A faculty member shall be eligible for tuition reimbursement only for courses beginning after the faculty member has completed one (1) academic year of service at the College.

2. Amount and Limitations

a. After June 30th, the Business Office determines the total request for the preceding academic year. Whenever the request for reimbursement exceed the amount available, reimbursement will be paid proportionately; however, reimbursements will normally always be at least 100% of tuition paid. A full-time member of the faculty may receive payments totaling not more than $1,750 per year.

b. Payments will be made once a year on or about July 31st for courses taken during the preceding academic year.

c. No reimbursement is payable for fees, room, board, or the like, which are regarded as fees and not tuition, inasmuch as class attendance is normally not involved.

d. Reimbursement is payable for "maintenance of matriculation" fees and "Thesis or Dissertation supervision" for one academic year.

e. In order to obtain tution reimbursement, a full-time member of the faculty must fill out an "Aplication for Tuition Reimbursement" form obtainable from any Academic Dean's office or the Personnel Officer, and file it with the appropriate Academic Dean or the Director of Library, not later than June 30th of the academic year in which the course(s) was

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(were) taken.

3. Budgeting for Tuition Reimbursemnt

The College agrees to include an amount for tuition reimbursement in its annual budgets.

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ARTICLE XXIII

OUTSIDE EMPLOYMENT

A. The primary responsibility of the faculty is to the College.

B. A faculty member may undertake outside employment provided that this employment does not interfere with his or her faculty responsibilities or with applicable rules and regulations of the Board of Higher Education.

C. Any faculty member engaged in employment outside the College on a regular or continuing basis will, if requested, notify the President, in writing, of such activity, indicating employer, specific days and hours of the assignment and overall duration. S/he shall also affirm that such employment does not interfere with regulations of the Board of Higher Education.

ARTICLE XXIV

LEAVES OF ABSENCE BECAUSE OF COURT APPEARANCE

A. Faculty members who are required to report to court in person in response to an involuntary subpoena or in response to a jury duty summons, or who are required to report for jury examination or qualification, or who are required to serve on a jury, shall receive their regular salary with no loss of other benefits during these absences. The faculty member shall perform his or her duties as set forth in this Agreement during the period of his or her absence because of court appearances to the extent practicable.

B. During the first ten (10) working days of court appearance, the faculty members in the affected department shall cover the professional assignments of the faculty member involved. Thereafter, if the court appearance continues beyond the initial ten (10) working day period, the Board shall secure a suitable replacement for the faculty member in accordance with the provisions of Article X of this Agreement.

ARTICLE XXV

LEAVES OF ABSENCE BECAUSE OF ILLNESS OR INJURY

A. 1. Subject to the provisions of Section C. of this Article, each faculty member shall be granted leave with pay, less disability insurance and/or workmen's compensation payments, with no loss of other benefits for absence because of illness or injury (including inability to work arising out of or connected with pregnancy or recovery therefrom) for a period of up to six (6) months during an academic year. The Board may require medical certification which shall be submitted to the Academic Vice President or his or her designee that such a condition warrants the leave. Such leave shall be considered as service within the meaning of Article XIII,A. 1., a,b,c,d.

2. At the beginning of each academic year, commencing September 1, 1984, each faculty member will be credited with ten (10) days of sick leave allowance for absences caused by illness or injury. Sick days used will be compensated for pursuant to Section A.1. of this Article. Unused sick days may accumulate year to year with no maximum limit. Accurate records shall be maintained of sick days used and sick days accumulated to reflect a running balance.

3. If a faculty member accumulates more sick days than are compensated for pursuant to Section A.1. above, that faculty member may be granted additional leave with pay should s/he be absent because of sickness or illness, for the number of days that his or her sick leave accrual exceeds the number of days allowed by Section A.1. above.

4. During the first ten (10) working days of leave, the faculty members in the affected department shall cover the professional assignments of the faculty member involved. Thereafter, if the leave continues beyond the initial ten (10) working day period, the Board

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shall secure a suitable replacement for the faculty member in accordance with the provisions of Article X of this Agreement.

5. In departments having five or fewer faculty members the provisions of Section A.4. of this Article shall operate after five (5) working days.

B. For periods longer than six (6) months, the monthly income benefit provisions outlined in the respective pension plans shall prevail. Those faculty members currently covered by T.P.A.F. shall continue to be covered by T.P.A.F. All other faculty members shall be covered by the Alternate Benefits Plan.

C. A faculty member must notify the Academic Vice President or his or her designeee as soon as is reasonably practicable of his or her illness or injury and of the projected period of absence.

D. 1. A faculty member who has used up the leave allowance defined in Section A. of this Article and who is still unable to return to work may request in writing additional leave with pay and/or with no loss of other benefits for review by the Board. The Board, at its discretion, may grant this request.

2. A faculty member, employed at the College for more than one(1) academic year, who has used up the allowance defined in Section A. of this Article and who is still unable to return to work shall be granted leave without pay for a period of up to two (2) academic years.

3. A tenured faculty member who has used up the leave allowance defined in Section A. of this Article and who is still unable to return to work shall be g ted leave without pay for a period of up to three (3) academic years.

4. The Board, at its discretion, may grant leaves or parts of leaves referred to in Section D.2.and 3. of this Article with no loss of health and welfare benefits.

5. During a leave referred to in Section D. of this Article, a

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non-tenured faculty member shall not acquire any years of credit toward tenure or seniority for purposes of Article XXX (Reduction in Force). 69.

ARTICLE XXVI

PROFESSIONAL LEAVES OF ABSENCE

A. Authorized short-term Leaves of Absence

1. a. A faculty member who attends a professional meeting or conference shall be granted a short-term leave of absence up to a maximum of four (4) working days with pay and with no loss of other benefits with the approval of the department chairperson and with notification to the appropriate Academic Dean.

b. Any reimbursements for short-term leaves of absence must be approved by the appropriate Academic Dean.

2. A short-term leave of absence with pay and with no loss of applicable benefits may be granted for other reasons related to professional activities up to a maximum of twenty (20) working days, upon notification to the department chairperson and the appropriate Academic Dean and the approval of the Academic Vice President.

3. During the first ten (10) working days of leave as provided by Part A, Section 1 and 2 of this Article, faculty members in the affected department shall cover the professional assignment of the faculty member involved. Thereafter, if the leave continues beyond the initial ten (10) working days of leave, the Board shall secure a suitable replacement for such a faculty member in accordance with the provisions of Article X of this agreement.

B. Sabbatical Leaves-Leaves for Professional Advancement

1. a. Sabbatical leaves (Leaves for Professional Advancement) may be granted to faculty members for study and research, pursuit of an advanced degree or for creative work in their discipline. Requests for these leaves must be submitted to the appropriate Academic Dean in writing. In justifying the request the faculty member shall explain the plans for the leave, state the length of the leave desired, and sign an

agreement to continue his or her services at the College for at least one (1) academic year following the termination of the leave. Priority shall be given to faculty members who are doctoral candidates at accredited institutions and who have completed all course requirements and are engaged in dissertation research or dissertation writing. Such leave shall be considered as service within the meaning of Article XIII, Part A 1. of this Agreement. 71.

b. Upon completing a sabbatical a faculty member shall submit a report detailing his/her activities during the sabbatical.

2. a. A faculty member shall be eligible for a sabbatical leave (Leave for Professional Advancement) for at least one (1) semester after each six (6) years of service at the College.

b. A faculty member who takes a sabbatical leave (Leave for Professional Advancement) of one (1) semester shall receive full pay. A faculty member who takes a sabbatical leave (Leave for Professional Advancement) of one (1) academic year shall receive half-pay for that year.

c. The benefits received during the period of the sabbabical leave (Leave for Professional Advancement) shall be in accordance with State law and regulations.

3. a. Normally, no more than one member of a department of 15 members or less, or in the case of the Library, no more than one member of the professional library staff, shall be granted a sabbatical leave (Leave for Professional Advancement) at one time. In departments of more than 15 members, one person may be granted a sabbatical leave for each 15 members or fraction thereof in that department in the event more than one member of the department applies for sabbatical leave at the same time.

b. Priority in granting such leaves shall be extended to those faculty members with the longest term of faculty service to the College.

c. In the event of a dispute as to priority, the Faculty Personnel Committee shall recommend a solution to the Board.

4. During the 1985-1986 academic year the College agrees to grant three (3) six-month sabbaticals at full pay, with preference being given to doctoral candidates, and five (5) full year sabbaticals at half-pay, provided that a sufficient number of applications with appropriate justification are received.

ARTICLE XXVII

LEAVES OF ABSENCE WITHOUT PAY

A. Maternity Leaves

1. A faculty member who has borne a child or who is expecting a child or has legally adopted a minor child shall have the right to maternity leave without pay for a period of up to one (1) academic year if s/he notifies the appropriate Academic Dean at least one (1) month before the leave begins. Maternity leave shall begin the first day of a semester and shall end the last day of a semester. If a faculty member on maternity leave decides not to return to the College, s/he shall inform the Academic Vice President or his/her designee of the decision at least three (3) months prior to his/her expected date of return. Requests for an extention of the leave shall be submitted in writing with as much notice as is practicable, normally not less than three (3) months prior to the requested leave date. Maternity leaves shall be considered as service under the meaning of Article XIII, Part A, Section 1, a,b,c,d and as service toward tenure and/or seniority. Other terms and conditions of such additional leave shall be governed by Part B of this Article.

B. Other Leaves of Absence

1. A faculty member may be granted a leave of absence without pay of up to one (1) academic year for personal or professional reasons with the approval of the Academic Vice President or his/her designee. Such leaves of absence without pay may be extended up to one (1) additional year if the personal or professional reasons so warrant. Requests for such professional leaves must be submitted in writing at least one (1) semester before the leave begins. Requests for personal leaves shall be submitted in writing with as much notice as is practicable, but not less than three (3) months prior to the intended date of the leave. If a

faculty member on personal or professional leave decides not to return to the College, S/he shall inform the Academic Vice President or his or her designee of the decision at least three (3) months prior to the expected date of return.

2. Such leaves of absence without pay shall not be considered as service within the meaning of Article XIII, A.1.a,b,c,d, nor as service toward tenure and/or seniority unless otherwise agreed to be the Board and the Chapter.

C. Continuation of benefits during the period of any leave of absence without pay is determined under appropriate legislation and rules and regulations implementing such legislation.

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ARTICLE XXVIII

SUMMER SESSIONS

A. 1. Full-time members of the instructional staff shall be given the right of first refusal in the assignment of summer session courses offered for credit, developmental courses and/or laboratories if they are otherwise qualified to teach these courses pursuant to the selection procedure in Section F of this Article.

2. The Chairperson of each department shall inform the appropriate Academic Dean of the names of those faculty members who have committed themselves to teach summer session courses within ten (10) class days of the date the Chairperson receives the scheduling of summer session course offerings. The Board shall rely on this information for the purpose of administering Section A.1. of this Article.

B. The assignment of summer session courses for credit, developmental courses and/or laboratories to persons other than full-time members of the instructional staff shall be considered tentative, pending cancellation of courses and/or laboratories assigned to faculty members. In the event these courses and/or laboratories are cancelled, the faculty member affected shall be assigned to teach courses and/or laboratories tentatively assigned to persons other than full-time members of the instructional staff if s/he wishes and is otherwise qualified to teach those courses and/or laboratories pursuant to a selection procedure to be established for all departments by the Academic Vice President and the Chapter.

C. No faculty member may teach two (2) courses in a summer session until every faculty member in his/her department who has requested an assignment in that session and who is qualified to teach the course in question and is teaching one course in that summer session pursuant to the selection procedure in Section F of this Article, except that no

change in course assignments will be made after the first meeting of a course has commenced.

D. No faculty member shall teach more than three courses and/or laboratories in a summer session, and no more than five courses and/or laboratories in both summer sessions, unless otherwise agreed to between the faculty member and the appropriate Academic Dean.

E. All courses for college credit, developmental courses and/or laboratories which are or traditionally would be offered through an existing department of the College shall be offered through the department.

F. Selection of faculty for summer session assignments shall be as follows:

1. Faculty shall be selected on the basis of seniority as defined in Article XXX,(Reduction in Force), except that:

2. Full-time faculty members who desire to teach summer session sections, but were not assigned for either summer session I or II, shall have first priority in the summer session of the following year.

ARTICLE XXIX

FACULTY WORKLOAD

A. Full-Time Members of the Instructional Staff

1. a. Except as otherwise provided in Section 1.c. of this Article, a full-time member of the instructional staff shall teach a maximum of fifteen (15) credit or equivalent contact hours per semester, requiring no more than three (3) separate course preparations, and shall perform all duties related to teaching including the submission of grades and reports, shall fulfill proctoring requirements, shall keep no fewer than three (3) scheduled office hours per week in order to counsel students and shall serve on faculty or other College committees, if given the opportunity. In addition, faculty shall be available up to two (2) hours per week, by appointment, if required by students' classroom schedules.

b. A full-time member of the instructional staff shall be available one (1) day or evening during every other semester for the purpose of assisting at registration and consulting with students within the ten (10) working day period prior to the commencement of each semester, except that Department Chairpersons and Coordinators shall be available for five (5) working days and evenings prior to the commencement of each semester. The obligation of a chairperson or coordinator may be met, in part, by telephone.

c. Teaching load requirements for full-time members of the instructional staff shall be modified only as follows:

(1). Department Chairpersons shall teach a maximum of nine (9) contact hours per semester unless the number of faculty members in the department is fewer than ten (10) in which case Department Chairpersons may be assigned a maximum of twelve (12) contact hours per semester.

(2). Department Chairpersons in departments requiring the supervision of laboratories shall teach as part of his/her required teaching load a maximum of nine (9) contact hours per semester even if the number of faculty members is fewer than ten (10). 78.

(3). The Chairperson of the Faculty shall have his or her teaching load reduced by three (3) credit or equivalent contact hours each semester. The Chairperson of the Peer Evaluation Committee and the Chairperson of the Curriculum Committee shall have their teaching loads reduced by three (3) credits or equivalent contact hours during the Spring semester.

(4). Full-time members of the instructional staff having agreed to assume adminstrative duties shall have their teaching load reduced proportionately with these duties up to a maximum reduction of twelve (12) credit hours or equivalent contact hours for the academic year.

(5). Where the terms and conditions of a grant or fellowship require a reduction of the teaching load of a faculty member, his or her teaching load shall be reduced in accordance with the requirement of the grant.

(6). With the approval of the Academic Vice President and the Department Chairperson, a faculty member, shall be given a reduced teaching load proportional to his or her work in developing new curricula, new options of existing curricula, new courses, laboratory exercises or similar activities.

(7). A full-time member of the instructional staff may with the prior written approval of the appropriate Academic Dean agree to more than three (3) separate preparations per semester within his/her required teaching load of fifteen (15) credit or equivalent contact hours if s/he is compensated at the overload rate specified in Article XXI (Compensation), Part F of this Agreement for each credit hour of the

course or courses requiring additional preparation. For purposes of this provision, the additional course preparation(s) shall be for that course(s) with the greatest number of credit or equivalent contact hours.

If a faculty member agrees to teach beyond the required load of fifteen (15) credit or equivalent contact hours per semester and receives overload compensation for additional credit or equivalent contact hours beyond his or her required or reduced load and this additional teaching results in a fourth preparation, double compensation will not be paid for this course as a fourth preparation.

d. A full-time member of the instructional staff may agree to teach more than fifteen (15) credit hours or equivalent contact hours per semester if his or her teaching load in the other semester of the academic year is similarly reduced from fifteen (15) credit or equivalent contact hours or if s/he is compensated at the overload rate specified in Article XXI (Compensation), Part F, of this Agreement.

2. a. Every effort shall be made to avoid assigning a faculty member to teach courses commencing after 5 p.m. as part of his or her required teaching load except where the faculty member requests this assignment in which case the request will be granted if at all possible. In any event, no faculty member shall be assigned to teach more than four (4) credit or equivalent contact hours after 5 p.m. as part of his or her required teaching load during an academic year, unless the assignment of more than four (4) credit or equivalent contact hours is required in order to provide the faculty member with a full teaching load. At the request of a faculty member and with the agreement of the Academic Vice President, or his or her designee, a faculty member may be assigned additional hours after 5 p.m.

b. No faculty member shall be assigned to teach classes scheduled on Saturdays or Sundays as part of his or her required

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teaching load except where s/he requests this assignment, in which case the request will be granted if at all practicable.

3. a. No faculty member shall be assigned to teach courses scheduled to meet on the same day as part of his or her required teaching load where the time between the end of the first class hour and the beginning of the last class hour exceeds eight and one-half (8 1/2) hours except under unusual circumstances, in which case the faculty member shall receive additional compensation at the rate specified in Article XXI (Compensation), Part H, Section 1, of this Agreement. However, if the faculty member is receiving overload compensation during the semester, s/he will not be additionally compensated.

b. No faculty member shall be assigned to teach courses scheduled to meet on consecutive days as part of his or her required teaching load where the time between the end of the last class hour one day and the beginning of the first class on the succeeding day is less than ten (10) hours.

4. No faculty member shall be assigned to teach courses meeting on more than two campuses or other locations on the same day nor be assigned to teach on two (2) campuses/locations more than three (3) days a week. A faculty member shall not be assigned to teach courses on three (3) campuses or campuses/locations while having more than four (4) course preparations.

5. a. The nominal class teaching load limits for faculty members shall be:

(1). twenty (20) in developmental classes, modern language conversation classes and interpreter for the deaf classes with practice laboratories and developmental laboratories.

(2). twenty-five (25) in English composition and speech classes, modern language classes and fine arts studio classes.

(3). thirty (30) in all other classes except large

lecture classes.

(4). seventy-five (75) in large lecture classes. Such large lecture classes shall receive double credit toward a faculty member's teaching load.

(5). twenty-four (24) in laboratories.

b. (1). If the number of students in a class exceed the nominal limits noted in Part A, Section 5. a. of this Article, a faculty member shall be compensated at the rate specified in Article XXI,Part H, Section 3, of this Agreement.

(2). Calculation of student overages shall be on the basis of the number of students officially registered in classes immediately following the last date for official withdrawal.

(3). If the number of students in a biology or chemistry laboratory exceeds the nominal limits described in Part A, Section 5. a. of this Article, and where in the judgment of the appropriate Academic Dean and the Department Chairperson such numbers of students could be hazardous, there shall be a laboratory assistant assigned to that laboratory section. In this event there shall be no additional compensation for the faculty member assigned to that section, notwithstanding the provisions of Part A, Section 5.b.(1). of this Article.

6. Except as provided in Section 1.b. of this Article, no faculty member shall be required to be in attendance at the College during the Christmas and Spring recesses, on holidays recognized on the College calendar or Saturdays or Sundays, during intersession, or at other times when his or her classes are not scheduled to meet, when s/he is not proctoring, when office hours are not scheduled, or when committees on which the faculty member serves are not scheduled to meet.

7. a. Faculty members who request it will be assigned two (2) overload courses in one semester provided every faculty member in his or

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her department who has requested overload assignments and who is qualified to teach the course in question has been assigned one (1) overload course.

b. The distribution of overload to full-time member who desire overload assignments shall be as follows:

(1). Selection shall be on the basis of seniority as defined in Article XXX (Reduction in Force), except that:

(2). Full-time faculty members who desire to teach overload sections, but were not assigned for that semester shall have first priority in the following semester.

8. a. Tutoring shall be voluntary and shall not be compensated.

b. A faculty member who works in a specialized facility or program in which students receive help on an individualized basis shall receive credit toward his/her required teaching load or shall receive overload compensation on the basis specified in Article XXI (Compensation), Part H, Section 2 of this Agreement.

9. A faculty member assigned field work supervision shall receive additional compensation at the rate specified in Article XXI (Compensation), Part F, Section 2 of this Agreement.

B. Academic Learning Center and Mathematics Laboratory Staffing.

1. Faculty members assigned to the Academic Learning Center or Mathematics Laboratory shall work thirty (30) hours per week.

2. Up to two (2) developmental or other regular courses per semester may be assigned, in which case there will be a six-hour reduction in Academic Learning Center or Mathematics Laboratory hours assigned for each three (3) credit or equivalent credit hour course assigned.

C. 1. Two sections (150 minutes) of Developmental Courses taught in conjunction with a specialized facility shall be credited as one section (150 minutes) for the instructor's schedule with these provisions:

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a. The decision to offer developmental courses in standardized classroom structure and/or individualized instruction in conjunction with audio-tutorial instruction in a specialized facility shall be determined by the Department.

b. In the audio-tutorial individualized instruction, utilizing a specialized facility, the instructor will meet with each section for fifty (50) minutes per week.

(1). The fifty (50) minutes per week may include:

(a). individual instruction

(b). small group instruction

(c). entire class instruction

2. The instructor will be responsible for prescribing and for evaluating the individualized instruction to be undertaken in a specialized facility.

3. The laboratory instructor(s) will supervise the learning activities prescribed by the instructor in the remaining 100 minutes per week in the specialized facility.

D. The referral work in the Academic Learning Center shall be treated in a fashion similar to the above, e.g., six (6) contact hours of the instructor's load are to be counted as three (3) credit or equivalent contact hours, such work to include:

1. Preliminary diagnosis and program prescription.

2. Conferences with students.

3. Ongoing evaluation of student progress.

E. Full-Time Members of the Professional Library Staff

1. Except as otherwise provided in Section 1. b. and 1. c. of this Article, a full-time member of the professional library staff shall work thirty-five (35) hours a week on a twelve (12) month contract.

2. A full-time member of the professional library staff who serves on faculty or other College committees shall have his/her weekly

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work hours reduced to the extent necessary for him/her to attend and to participate fully in all meetings of one (1) committee per academic year.

3. Holiday and vacation benefits shall remain as they existed during the 1976-1977 academic year.

4. A full-time member of the professional library staff who teaches a course for credit, developmental course or laboratory, in addition to his/her regularly assigned duties shall receive compensation in accordance with Article XXI, Part F.

F. 1. A faculty member who has completed 15 years of continuous full time teaching service at Union County College (including service at the former Union College or Union County Technical Institute) and who has reached the age of 57 may request to have a reduced required teaching load for the academic year. This reduction may be by as much as 50% of the required academic year teaching load. The Board shall consider the request, provided such a reduction is in the best interests of the College. Application for such a reduced teaching load must be resubmitted each academic year.

2. A faculty member granted a reduced teaching load shall have his/her base salary reduced proportionately to the reduced teaching load.

3. A faculty member granted a reduced teaching load shall be considered "faculty" as defined in this Agreement.

4. A faculty member requesting a reduced teaching load shall notify the Academic Vice President no later than February 1 of the academic year prior to the academic year s/he seeks a reduced teaching load, except in unusual circumstances.

5. The benefits a faculty member receives on such a reduced teaching load will be in accordance with State law and regulations and the faculty member shall be informed in writing as to these benefits

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prior to being granted a reduced teaching load.

ARTICLE XXX

REDUCTION IN FORCE AND SENIORITY

A. Reduction in force due to a fiscal crisis, a natural diminution in the number of students in a program or at the College or a reduction of programs shall be effected in full accordance with the applicable statutes of the State of New Jersey and effective regulations promulgated thereunder, particularly N.J.A.C. 9:4-5.1.

B. Except as otherwise provided in Section A of this Article, seniority for faculty members shall be based upon the total number of years of full-time teaching in a department, except where a faculty member has taught in more than one department in which case seniority shall be based upon the total number of years of full-time teaching at the College, or in the case of full-time members of the professional library staff, seniority shall be based upon the total number of years of full-time professional work in the Library. If two faculty members have the same seniority but are in different academic ranks, the faculty member in the higher academic rank shall be deemed to have greater seniority or if they are in the same academic rank, the faculty member first appointed to that rank shall be deemed to have greater seniority.

ARTICLE XXXI

RETIREMENT

A. Mandatory Retirement

1. A faculty member shall retire at the end of the retirement year (September 1 through August 31) in which s/he is age seventy (70), except that the Board may, at its discretion, appoint and thereafter reappoint faculty members age seventy (70) and older for a term of one (1) academic year. The Board before exercising its discretion with respect to the appointment or reappointment of such faculty member shall consult with the department affected and the Peer Evaluation Committee. There shall be no reappointment of a faculty member if the effect of the reappointment would be to cause that faculty member to be teaching at any time during an academic year in which s/he reaches the age of seventy-five (75).

2. A faculty member appointed or reappointed after age seventy (70) shall receive notice of non reappointment by December 1 of the last year of appointment or reappointment.

3. A faculty member reappointed after age seventy (70) shall continue in the highest academic rank which s/he held during the academic year in which s/he reached the age of seventy (70) or the academic rank held as of the effective date of this Agreement, whichever is higher. No faculty member shall be promoted during any year in which s/he reaches the age of seventy (70) or older. A faculty member's tenure shall cease at the end of the academic year during which s/he reached the age of seventy (70). For the purposes of Article XXX (Reduction in Force), a faculty member appointed or reappointed after age seventy (70) shall be deemed to have the same seniority as a non-tenured faculty member in his or her second year of service to the College.

B. Retirement Status and Benefits

1. All retired faculty members shall have emeritus status.

2. All retired faculty members, at their request, shall be listed in the faculty directory, shall be invited to participate in College ceremonies, may attend faculty meetings without the right to vote, shall have library privileges, and shall have the same discounts on purchases at College facilities as faculty members.

ARTICLE XXXII

COLLEGE CALENDAR

A. An official College calendar shall be published each year. The calendar shall be prepared by the President or his or her designee in consultation with the Faculty Executive Committee. Modifications of the calendar during the year may be made by the President in order to meet unforeseen circumstances. The President or his or her designee will consult with the Faculty Executive Committee regarding such modifications, if practical.

ARTICLE XXXIII

GENERAL WORKING CONDITIONS

A. All faculty members, their spouses and dependents shall be admitted free to those College-sponsored activities, which shall not include activities the charge for which is the primary determination of students, to which faculty members have been admitted without charge in the past.

B. A discount of ten (10) percent shall be granted to all faculty members for all books purchased from the Union County College Bookstore for the faculty member's personal use.

C. A Faculty Lounge at each of the campuses located in Cranford, Scotch Plains and Elizabeth shall continue to be maintained for the use of the faculty.

D. Telephone service for intra-campus communications and incoming calls shall be provided in each faculty member's office provided existing facilities make it possible to do so.

E. Faculty members shall have reasonable access to the Computer Center if practicable, for research and related purposes.

F. The College shall continue to provide at each of the campuses located at Cranford, Scotch Plains and Elizabeth adequate parking facilities to all members of the faculty at no expense to the faculty.

G. Secretarial services in a department, the allocation of which shall be under the supervision of the department chairperson, adequate for the transaction of all College business shall be available to all faculty members in that department.

H.* Each faculty member shall be provided at the campus at which s/he performs his/her primary teaching function a suitably equipped office space and the necessary supplies for his/her work. Department chairpersons who presently are provided with single offices shall

continue to be provided with these offices. In the event the space becomes available, department chairpersons who presently are not provided with single offices shall be provided with these offices.

I. When it is necessary for an individual to use his/her own automobile on College business including, but not limited to, commutation between campuses and locations, a mileage allowance of twenty-one (21) cents per mile will be provided. The appropriate Academic Dean shall have the authority to approve these mileage allowances.

J. The Board shall keep in full force and effect during the term of this Agreement liability insurance which covers individual faculty members, a copy of which will be provided to the President of the Chapter. Under no circumstances will Academic Officers be covered under a more favorable liability policy than faculty members.

K. As soon as practicable after the commencement of the academic year, the Board will provide a current Faculty Handbook to each faculty member in order to provide faculty members with information useful for the carrying out of their duties and providing information concerning the rules, practices and procedures of the Faculty and the College.

L. 1. Full-time members of the instructional and library staff must notify the department chairperson and/or the appropriate Academic Dean or Library Director of absences from classes or regularly assigned duties.

2. The department chairperson is responsible for seeing that the professional assignments of faculty members in the department are covered in accordance with Article XXV, Section A. 4. and Article XXVI, Section A. 3.

M. The faculty will appoint one (1) faculty member from each of the campuses at Cranford, Scotch Plains and Elizabeth to sit on the Space Committee.

N. The appropriate Academic Dean will consult with departmental

chairpersons involved regarding scheduling of large lecture sections prior to the construction of the master schedule.

O. All faculty members assigned to laboratory classes shall be provided with safety equipment and clothing in accordance with Federal, State and County statutes and/or regulations of Federal, State, and County agencies.

P.* The College shall provide work and storage space at a campus at which a faculty member has teaching assignments other than his/her primary teaching site.

Q. The Board shall make every effort to eliminate hazardous or potentially hazardous working conditions in order to assure the health and safety of faculty working under such conditions.

R. There shall be a College Committee on Safety, Security and Parking; the purpose of which shall be to monitor and review safety, security and parking conditions at the College and to make recommendations concerning these to the President. The faculty members of the Committee shall be nominated by the Faculty Executive Committee and shall be appointed by the President. The number of faculty members on the committee shall be approximately proportional to the number of full time faculty members in relation to the number of full time employees of the College.

S. The Board shall provide the business office services necessary to permit participation by faculty members in the Union County Teacher's Federal Credit Union.

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*The Chapter and the Board recognize that as of September 1, 1984, there may be insufficient faculty office space available to implement completely the provisions of Sections H and P of this Article. Therefore, the Board asserts that it will make every reasonable effort to provide the requisite faculty office space on each of the campuses by the beginning of the 1985-1986 academic year. In developing plans for

the creation of such additional faculty office space the administration of the College shall consult with and seek the advice of the Space Committee. 93.

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ARTICLE XXXIV

GRIEVANCE AND ARBITRATION

A. Definitions

1. A grievance is an allegation by a faculty member(s), or the Chapter or an allegation by the President that there has been a breach, misinterpretation or improper application of the terms of this Agreement.

2. A complaint is an informal claim by a faculty member(s) of improper, unfair, arbitrary or discriminatory treatment by the Board or its agents. A complaint may, but need not, constitute a grievance. Complaints shall be disposed of through informal procedures set forth in Part B of this Article.

3. Arbitration is the proceeding before the Public Employment Relations Commission provided for in this Article.

B. Informal Procedures for the Resolution of Complaints and Grievances.

1. A complaint or a grievance may be resolved informally, with a representative of the Chapter present if requested by the complainant or grievant, so long as the resolution is not inconsistent with the terms of this Agreement.

2. The disposition of a complaint or grievance pursuant to Part B, Section 1 of this Article shall not constitute precedent for the disposition of similar complaints or grievances.

C. Formal Procedures for the Resolution of Grievances.

1. a. A grievance shall be filed no later than thirty (30) class days after it was found to exist or should have been found to exist or in cases where informal resolution is sought pursuant to Part B of this Article, no later than thirty (30) class days after the grievance has been informally presented.

b. The time limits provided for in Part C, Section 1. a. of this

Article may be extended by written agreement between the parties to the grievance.

c. A grievance shall be filed in writing and shall state the reasons for the grievance and the remedy sought.

d. If the grievant is a faculty member(s), or the Chapter, the grievance shall be filed with the President or the President's designee. If the grievant is the President, the grievance shall be filed with the President of the Chapter.

2. a. Within thirty (30) class days of receipt of a filed grievance, there shall be a conference between the President, or the President's designee, a representative of the Chapter, the grievant, if the grievant is not the President of the Chapter, and any other necessary person.

b. Within seven (7) class days after this conference or a subsequent conference terminated by a party to the grievance, the party with whom the grievance is filed shall render a decision in writing.

c. If the grievance is not disposed of as a result of this decision, the Chapter or the President may notice the grievance for arbitration within thirty (30) class days before the Public Employment Relations Commission (hereinafter referred to in this Article as the "Commission"), provided the issue is arbitrable.

3. a. The arbitrator shall be selected in accordance with the rules of the Commission.

b. The arbitration shall be held within thirty (30) class days of receipt of the notice by the Commission and shall be conducted in accordance with the rules of the Commission.

c. In no event shall the arbitrator have the authority to add to, subtract from, modify or amend the terms of this Agreement.

d. The decision of the arbitrator shall be rendered within fifteen (15) days of the conclusion of the arbitration hearing.

e. The decision of the arbitrator concerning those matters which are arbitrable shall be final and binding, except as otherwise provided by law.

f. The costs of arbitration shall be borne equally by the parties of the arbitration.

4. The following grievances are not arbitrable:

a. Controversies and disputes arising under higher education law which are subject to appeal to and adjudication by the Chancellor of Higher Education.

b. Grievances concerning the application or interpretation of New Jersey Statutes, Rules and Regulations, and disputes involving the discipline of employees which are subject to appeal to and adjudication by the Chancellor of Higher Education.

c. Matters which do not intimately and directly affect the work and welfare of faculty members.

d. Matters which would significantly interfere with the exercise of inherent managerial prerogatives pertaining to policy.

e. Matters which have been preempted by statute or regulation.

f. Grievances relating to appointment, nonreappointment or promotion are not arbitrable; however, a claimed violation of the procedural process prescribed in this Agreement may be arbitrated. The arbitrator shall not order appointment, reappointment or promotion, but in an appropriate case the arbitrator may remand the matter to the proper procedural step for processing in accordance with the terms of this Agreement.

5. Notwithstanding the provisions of Section 4 of this Article, all grievances which are lawfully arbitrable under New Jersey statutes, or deemed arbitrable by rules and regulations promulgated thereunder, are arbitrable.

ARTICLE XXXV

WORK OR BUSINESS INTERRUPTION

A. No faculty member, officer or representative of the Chapter, will call, sanction, approve or engage in any strike or work interruption during the term of this Agreement.

B. The Board and/or its agents will not engage in any lockout during the term of this Agreement.

ARTICLE XXXVI

EXCHANGE OF INFORMATION

A. The Board and the Chapter agree to consider and to acknowledge all requests for information properly submitted by one to the other. A request for information submitted in writing shall be acknowledged in writing.

B. All written communications from the Board to the Chapter shall be sent to the President of the Chapter. All written communications from the Chapter to the Board shall be sent to the President or his or her designee.

C. The Academic Vice President or his or her designee shall provide the Chapter with notice of all persons employed as faculty after the effective date of this Agreement within thirty (30) days of the date of execution of this Agreement or thirty (30) days of the date of employment, whichever is later, and notice of all changes in faculty status within thirty (30) days of the date of the change.

D. The Chapter agrees to furnish the President with a complete list of all officers and representatives of the Chapter, including titles, addresses and designation of responsibility, and to keep such list current. The Chapter will also provide copies of its constitution and by-laws or other governing articles and will keep these current.

ARTICLE XXXVII

SEPARABILITY

A. In the event any provision of this Agreement, in whole or in part, is declared illegal, void or invalid in any final determination by an agency or court of competent jurisdiction, all of the other terms, conditions and provisions of this Agreement shall remain in full force and effect.

ARTICLE XXXVIII

INTEREST SUCCESSION

A. All of the terms and conditions of this Agreement shall be binding upon and inure to the benefit of each of the parties to this Agreement and their respective successors and assigns.

ARTICLE XXXIX

DURATION OF AGREEMENT

A. Except as specifically provided elsewhere in this Agreement, this entire Agreement shall be effective as of September 1, 1984, and shall continue in full force and effect until August 31, 1987.

B. The Board and the Chapter shall enter into negotiations for a new agreement no later than March 1, 1987.

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MEMORANDUM OF UNDERSTANDING

Reference is made to the collective bargaining Agreement between the Board of Trustees of Union County College and the Union County College Chapter of the American Association of University Professors effective September 1, 1984. The authorized Coordinator positions and the agreed upon compensation and/or released time for these positions specifically referred to in Article XX, Part K of that Agreement are as follows:

COORDINATORS	COMPENSATION PER SEMESTER (in release time, unless otherwise specified)
BIOLOGY DEPARTMENT	
Greenhouse	3 credits
Summer (each session)	3 credits, paid at overload rate.
BUSINESS/COMPUTER SCIENCE/SECRETARIAL SCIENCE	
Fire science	1 1/2 credits
Business (including AAS Accounting)	3 credits
Criminal Justice	1 1/2 credits
Secretarial Science	3 credits
Computer Science/Information	3 credits
Additional Departmental	3 credits
DENTAL TECHNOLOGY	
Dental Assisting	3 credits
Dental Hygiene	3 credits
Dental Laboratory Technology	3 credits
Dental Clinic	1 credit, at overload rate
ECONOMICS/GOVERNMENT/HISTORY	

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Urban Studies	1 1/2 credits

ENGINEERING/PHYSICS/ELECTRONICS TECHNOLOGY

Electronics and Lasers	3 credits
Electro-Mechanical Technology	3 credits
Mechanical/Civil Technology	1 1/2 credits

ENGLISH/FINE ARTS/MODERN LANGUAGE

Director I.I.E.	6 credits
Coordinator I.I.E.	3 credits
Developmental English	3 credits
Basic Studies	3 credits
Modern Language	1 1/2 credits
Fine Arts	1 1/2 credits
Communications	3 credits
Theater	6 credits
Art Gallery	6 credits
Additional Departmental	3 credits

HEALTH TECHNOLOGY

Medical Assisting	3 credits
Medical Laboratory Technology	3 credits
Medical Records	3 credits
Occupational Therapy	3 credits
Physical Therapy	3 credits
Respiratory Therapy	3 credits
Respiratory Therapy Clinic	1 1/2 credits

MATHEMATICS

Developmental Mathematics	3 credits
Additional Departmental	3 credits

PSYCHOLOGY/SOCIOLOGY

Education	1 1/2 credits
Interpreters for the Deaf	3 credits

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MEMORANDUM OF UNDERSTANDING

The College will pay to those faculty members who accumulated unused sick days under the expired UCTI contract the sum of thirty (30) dollars for each day accumulated at June 30, 1984, payable as follows:

One-third (1/3) within two weeks after ratification of this contract by the parties; one-third (1/3) on or before September 21, 1985; and one-third (1/3) on or before September 21, 1986.

If a faculty member retires or is severed from the College payroll before the above dates s/he shall be paid the full amount due within two weeks after such severance or retirement.

In no event may the amount per day, or the number of days be increased or decreased (unless through usage).

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MEMORANDUM OF UNDERSTANDING

The Board of Trustees of Union County College and the Union County College Chapter of the American Association of University Professors agree to discuss and resolve by December 1, 1984 the following issues:

1. Benefits due or to be provided for faculty members on sabbatical or unpaid leave.
2. The number of Professional Leaves (sabbaticals) to be granted during the 1986-1987 academic year.
3. The assignment of faculty members to continuing education courses and the compensation to be paid.
4. Minimum salaries for the 1985-1986 and 1986-1987 academic years.
5. The implementation of an improved dental plan.
6. The establishment of additional plans and methods for SRA contributions.
7. Additional equalization proposals for faculty members for the 1985-1986 and 1986-1987 academic years, to include the issue of inequities created by hiring salaries of new faculty members.
8. The participation of faculty in the academic advisement of students.
9. Long term disability for former UCTI faculty who are not vested.
10. Benefits due or to be provided for retired faculty members.

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LETTER OF UNDERSTANDING

1. In accordance with the provisions of Article XXI, Part B. Section 1, (Compensation), it is agreed that the following faculty members will receive the below stated amounts, prior to the implementation of the September 1, 1984 salary increase;

Brandt	$2525
Bruckner	$1510
Burak	$1561
Daly,R.	$1635
Doshi	$335
Goldrick	$612
Govahn	$25
Green,A.	$822
Herenchak	$548
Hildrew	$1649
Hogan	$2830
Jones	$2022
Kashmiry	$3841
Lane	$1160
Lind	$653
Lioy	$1297
Lowenthal	$50
Magliano	$2439
Ombrello	$263
Potter	$1875
Stangel	$200
Will	$3006

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2. a. It is agreed that any faculty member who receives a promotion effective September 1, 1984, and whose salary in the new rank remains 107. below the minimum stated for that rank in Article XXI, Part B, Section 1, (Compensation) subsequent to the September 1, 1984, salary increase and the six (6) percent promotional increase, shall have his/her salary adjusted to that minimum effective as of September 1, 1984.

b. In accordance with the above provision the following faculty members shall receive the below stated amounts in addition to the September 1, 1984 salary increases, adjustments (if any) and the six (6) percent promotional increases.

Doshi	$1084
Guza	$641
Khodabakshi	$363
Pires	$678
Schaeffer	$1609
Tse	$1013
Vaughn	$585

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